



Public Safety Committee Meeting

Commission Chamber- 2/9/2015- 1:20 PM

PUBLIC SAFETY

1. Approve a budget amendment to the 2015 budget that will allow the Fire Department to utilize the \$5000 donation from Georgia Pacific for the purchase of firefighting nozzles. ☐ Attachments
2. Motion to approve the minutes of the Public Safety Committee held on January 26, 2015. ☐ Attachments
3. Approve procurement for integration of certain security systems to the team of True North Consulting, Simplex Grinnell and Commins Cabling. ☐ Attachments
4. Determine the will of the Commission in regard to a Speaker Notification and Queueing System for the Augusta Commission. ☐ Attachments

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**Public Safety Committee Meeting
2/9/2015 1:20 PM
Georgia Pacific Bucket Brigade Donation**

Department:	Fire
Caption:	Approve a budget amendment to the 2015 budget that will allow the Fire Department to utilize the \$5000 donation from Georgia Pacific for the purchase of firefighting nozzles.
Background:	The Augusta Fire Department was given a \$5000 donation from Georgia Pacific as part of their Bucket Brigade Program. The Fire Department would like to add these funds to the 2015 operating budget for safety supplies to purchase 10 nozzles. These nozzles will be placed on new apparatus being delivered in 2015 and then be used at emergency incidents.
Analysis:	
Financial Impact:	The \$5000 will be added to the operational line item for safety supplies in the current 2015 Fire Department Budget.
Alternatives:	
Recommendation:	Approve a budget amendment to the 2015 budget that will allow the Fire Department to utilize the \$5000 donation from Georgia Pacific for the purchase of firefighting nozzles.
Funds are Available in the Following Accounts:	Will increase the current 2015 operational line item for safety supplies in the Fire Department Budget as well as the revenue line item for donations

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**



January 16, 2015

Fire Chief Christopher E. James
Augusta Fire Department
3117 Deans Bridge Road
Augusta, GA 30906

Dear Chief James:

On behalf of Georgia-Pacific and our Augusta Select Tissue operation, I'm sending this \$5,000 Bucket Brigade Grant to you to support the work that you and your firefighters do every day to protect the community.

Georgia-Pacific created the Bucket Brigade program in 2006 to support firefighters in communities where we have operations. In 2014, we purchased the company that owns Augusta Select Tissue, making it one of our newest communities.

Our hope is that these funds can be used to help purchase the necessary resources firefighters need to do their jobs safely and effectively. The support we provide through the Bucket Brigade includes:

- Grants which are co-sponsored by the Georgia-Pacific Foundation and local GP Facilities
- Educational materials to help spread the word about fire safety
- Memberships for all grant applicants to the National Volunteer Fire Council.

Since 2006, Georgia-Pacific has contributed more than \$1.5 million to fire departments through this program. Just this year we provide grants to fire departments totaling \$235,500 across 19 states. To learn more about Bucket Brigade, including how you can apply for future grants and to access educational materials, please go to www.gpbucketbrigade.com. If you have questions, please don't hesitate to contact me.

Again, thank you for all that you and your team members do to keep the community safe. We appreciate the work you do.

Sincerely,

A handwritten signature in blue ink that reads 'Kelly H. Ferguson'.

Kelly Ferguson
Director – Public Affairs and Communications
Georgia-Pacific
Office: 404.652.4704
Email: khfergus@gapac.com



**Public Safety Committee Meeting
2/9/2015 1:20 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Public Safety Committee held on January 26, 2015.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Public Safety Committee Meeting Commission Chamber - 1/26/2015

ATTENDANCE:

Present: Hons. Lockett, Chairman; Harris, Vice Chairman. Sias and Smith, members.

Absent: Hon. Hardie Davis, Mayor.

PUBLIC SAFETY

1. Approve PCN Strategies as vendor of choice for the replacement of obsolete mobile computers currently utilized by the Sheriff's Office. RFP 14-210 **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

2. Approve the purchase of 58 Scott Air Packs as sole source by the Augusta Fire Department in the amount of \$225,446. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner Louis Harris	Passes

3. Motion to award RFP #14-189 Debris Removal Services to Ceres Environmental Services, Inc. and to authorize execution of the Contract Documents. (Requested by Commissioner Lockett) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve treating Items 3 and 4 as companion items.	Commissioner Sammie Sias	Commissioner Louis Harris	

It was the consensus of the committee that these items be treated as companion items.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

4. Motion to award RFP #14-190A Debris Monitoring & Financial Recovery Services to Witt O'Brien's LLC and to authorize execution of the Contract Documents. (Requested by Commissioner Lockett) **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve treating Items 3 and 4 as companion items.	Commissioner Sammie Sias	Commissioner Louis Harris	

It was the consensus of the committee that these items be treated as companion items.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

5. Motion to approve the minutes of the Public Safety Committee held on January 12, 2015. **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

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**Public Safety Committee Meeting
2/9/2015 1:20 PM
Security Integration**

Department: Marshal's Office

Caption: Approve procurement for integration of certain security systems to the team of True North Consulting, Simplex Grinnell and Commins Cabling.

Background: The Richmond County Marshal's Office Central Monitoring System Contract with Simplex Grinnell was approved by the Commission on June 3, 2014 13-222 under the consultation of True North Consulting 12-198.

Analysis:

Financial Impact: NO NEW FUNDS REQUESTED. FUNDS ARE AVAILABLE IN GL 328051120-212055101 IN THE AMOUNT OF \$345,230

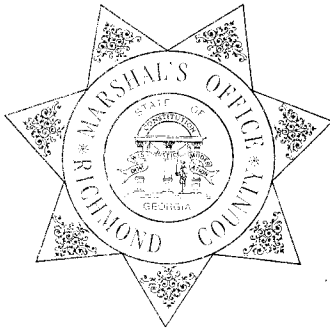
Alternatives: NO ALTERNATIVES ARE RECOMMENDED

Recommendation: THE MARSHAL'S OFFICE RECOMMENDS CONTRACTING WITH TRUE NORTH, SIMPLEX GRINNELL AND COMMINS.

**Funds are Available
in the Following
Accounts:** GL 328051120-212055101

REVIEWED AND APPROVED BY:

**Procurement.
Information Technology.
Finance.
Law.
Administrator.
Clerk of Commission**



JAN 23 4:12 PM

Marshal's Office of Richmond County

M. STEVE SMITH
MARSHAL
(706) 821-2517

www.richmondcomarshal.com

ROOM 701 CITY-COUNTY BLDG.
AUGUSTA, GEORGIA 30901
(706) 821-2368
FAX: (706) 821-2557

MEMO

Date: January 23, 2014

To: Geri Sams
Procurement Director

RE: 13-222

Based on the evaluations of the RFP on January 17th, the Marshal's office recommends Tyco-Simplex Grinnell for the Central Monitoring Project. Please find attached the consultant's recommendations supporting this selection. We request the opportunity to enter into contract negotiations with this vendor.

Sincerely,

M. Steve Smith
Marshal



Augusta, Georgia – Marshal's Departments

Best and Final Recommendation for:

RFP Item #13-222 - Central Monitoring Project

January 22, 2014

Prepared by:

Tony Chojnowski, RCDD/OSP, RTPM



ELERT & ASSOCIATES
(651) 430-2772

www.elert.com

Recommendation

After reviewing the original RFP responses and the 'best and final' offers from each proposer, Elert & Associates recommends that the City of Augusta enter into a contract with SimplexGrinnell for the video surveillance and access control project. E&A also recommends that the City of Augusta include a ten percent contingency fund in the budget for this project.

Note: Elert & Associates represents that the information and recommendations contained within this report are prepared for the City of Augusta based on the most current data made available during the specified study period.

This report is meant to be only advisory in nature. the City of Augusta's management is responsible for all consequences resulting from their decisions in accepting, rejecting, or implementing these recommendations.

We recommend the review of purchasing and recommendation criteria and procedures by the City of Augusta's legal counsel prior to signing the contract.

Elert & Associates recommends that the City of Augusta require a performance bond from the successful contractor.



Office of the Administrator

Tameka Allen, Interim Administrator
Steven J. Cassell, Interim Deputy Administrator

Room 801 - Municipal Building
530 Greene Street - AUGUSTA, GA 30901
(706) 821-2400 - FAX (706) 821-2819

June 3, 2014

Marshal Steve Smith
Marshal's Office
530 Greene Street
Augusta, GA 30901

Dear Steve:

The Augusta-Richmond County Commission, at their regular meeting held on Tuesday, June 3, 2014 approved contract with SimplexGrinnell for RFP 13-222 in the amount of \$290,900. (Approved by Public Safety Committee May 27, 2014)

If you have any questions, please contact me.

Yours truly,

A handwritten signature in blue ink, appearing to read "T. Allen", with a large, stylized flourish at the end.

Tameka Allen
Interim Administrator

06-03-14: #7

cc: Ms. Donna Williams
Ms. Geri Sams



**Public Safety Committee Meeting
2/9/2015 1:20 PM
Speaker Notification and Queueing System**

Department: Information Technology

Caption: Determine the will of the Commission in regard to a Speaker Notification and Queueing System for the Augusta Commission.

Background: Technology is available that permits members of a voting body to electronically indicate their desire to speak on a matter that comes before the body. This technology also provides the chairperson and individual members with audio tools intended to help the orderly flow of a meeting among the various speakers. This technology is the system that Columbus, GA uses in their council meetings in order to recognize the speakers from the chairperson's station. When Augusta was exploring the potential for a government channel in 2013, a staff member travelled to Columbus, Georgia to see their government channel. One of the items that they use in their operation is a "floor request system". The government channel was not approved by commission, so IT did not pursue it further. In the late summer of 2014, IT provided a familiarization demonstration of the commission chamber technology to the new commissioners-elect as well as the mayor-elect in order to familiarize them with the technology in use in the commission chamber. In the course of the meeting, Mayor-elect (now Mayor Davis) asked about IT's familiarity with a speaker queue system. IT had already investigated the existence of such systems some time ago, so there was knowledge of some of the capabilities, but no idea of technical details or price.

Analysis: It is the intent of IT, through this agenda item, to determine if it is the will of the Augusta Commission to pursue a system such as the one described in the Background Section above. The rationale for a system such as the one described here is primarily to automate the speaker recognition process. In essence, when an agenda items comes up for discussion, each member has the capability to electronically signal the chairperson with their desire to speak. The chair would be able to see who has signaled and in what order they did so, and the chair could then recognize them in the appropriate order. The chair would also have the option to manage microphones as part of the recognition of speakers. This level of management also includes the personnel at the center

Cover Memo
Item # 4

table of the chamber and the lecterns on either side. These systems can also permit members to mute their own microphones so that side conversations are not broadcast to the entire chamber. IT was informed by the Finance Department that any projects that were to be charged to the renovation of the Municipal Building must be completed by March 2014 (when the renovation project was to be complete). Acting on that information, IT determined that we would go ahead and proceed with releasing an RFP because time was very short to release an RFP, review proposals, choose a vendor, negotiate contracts, and finally implement under a tight deadline. If it was the will of the commission to proceed with the project, IT's intent was to be ready to move forward immediately in order to be able to secure a vendor and funding in a timely manner. If the commission determined otherwise, then the RFP would be cancelled. As of January 22, 2015, proposals were received in Procurement but no action has been taken pending the determination of the will of the commission.

Financial Impact: The cost of a system such as this would most likely be in the range of \$10,000-\$20,000.

Alternatives: Maintain the status quo: Perform speaker queueing manually as it is done now.

Recommendation: Determine the will of the Commission in regard to a Speaker Notification and Queueing System for the Augusta Commission

Funds are Available in the Following Accounts: To be determined if the Commission chooses to move forward with a project.

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Request for Proposals

RFP Item #14-240

Speaker Queue & Microphone Management System

For

Augusta, Georgia – Information Technology

RFP Due: Wednesday, January 14, 2015 @ 11:00 A.M.

Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprise (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code).

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

One Original and seven (7) copies of RFP shall be submitted in response to this Request for Proposal

Thanks for doing business with us . . .

*Geri A. Sams, Procurement Director
530 Greene Street, Room 605
Augusta, Georgia 30901*

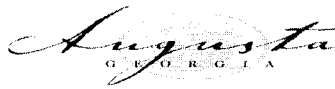


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- Augusta Georgia's Right to Amend Solicitation or Awards
- Bonds
- Augusta Georgia License Requirement
- Warranty Requirements
- Terms of Contract
- Use of Augusta Georgia Landfill

Notice to All Bidders Required to be returned with your submittal. Both documents must be notarized

- Attachment B Return all 3 pages
- Systematic Alien Verification for Entitlements (SAVE) Program

Exception Sheet

Subcontractor Affidavit

Non-Collusion Affidavit of Subcontractor

Local Small Business Opportunity Program Ordinance Requirements

- Local Small Business Opportunities Program Participation (Projects \$100,000 or more)
- Forms required to be returned in a separate sealed envelope, when applicable



AUGUSTA, GEORGIA
 OFFICE OF THE PROCUREMENT DIRECTOR
 530 GREENE STREET, SUITE 605
 AUGUSTA, GEORGIA 30901
 (706) 821-2422
www.augustaga.gov

DATE: December 1, 2014

RFP NO. 14-240

SUBJECT: Information Regarding the Consent Order and Judgment Approving Settlement and Modifying Injunction

Please be advised that Augusta, Georgia is under a consent order and judgment approving settlement and modifying injunction. The below excerpt is from the Consent Order dated July 21, 2011 as stated by:

The Honorable B. Avant Edenfield, Judge, United States District Judge, Southern District of Georgia

Consent Order and Judgment Approving Settlement and Modifying Injunction

It appearing to the Court that the parties Plaintiff Thompson Building Wrecking Company, Inc. and Defendant Augusta, Georgia have reached a settlement of the remaining issues pending in this Court, the same is hereby approved. Pursuant to such settlement, and for good cause shown, the preliminary injunction entered by this Court on March 14, 2007, made permanent by the Court on November 13, 2007, shall be and is hereby vacated, and replaced with the following injunction:

Augusta, Georgia is hereby ENJOINED from evaluating or awarding bids or other contracts on the basis of the bidder's status as a Disadvantaged Business Enterprises ("DBE") or Minority Business Enterprises ("MBE") (or any other entity that qualifies as a DBE or MBE based on the racial composition of its ownership).

This prohibition does not apply to DBE or MBE requirements imposed by state or federal laws, regulations, agencies, or grant agreements.

This prohibition also does not bar Augusta from enacting a prospective, narrowly tailored DBE or MBE program or policy as permitted under rulings of the United States Supreme Court.

Augusta shall be free to conduct such studies as may be necessary to support a future DBE or MBE program or policy that complies with the above exceptions. Before Augusta may enact such a program or policy it must notify electronically or by U.S. mail all businesses on the then-current vendor list and constructively notify the public via a reasonably visible hyperlink on its homepage entitled "Proposed Legislation Enacting Disadvantaged Business Enterprise or Minority Business Enterprise Program." On this vendor list, Augusta must maintain the contact information provided by any businesses or individuals who have expressed an interest in contracting with Augusta, by registering their business information with the Department of Procurement, for 36-months. The notice on Augusta's website must include the text of its intended legislation and the related Disparity Study. Before Augusta may enact such a program or policy it must also provide the public an opportunity to be heard at an open meeting of the Augusta, Georgia Commission, to take place no sooner than thirty days after the vendor list notification has taken place. Augusta may rely upon the contact information that interested parties supplied the city when they registered with the Department of Procurement in providing electronic or mailed notice.

Augusta shall, within 3 days of the date of this Order, post a copy of this Order, and the Court's March 14, 2007 Order, in portable document format ('PDF') on Augusta's homepage via a reasonably visible hyperlink entitled "Court Order Enjoining Local DBE Program."

This injunction is binding upon Augusta's officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with it who receive actual notice of this injunction by personal service or otherwise. **See Fed. R. Civ. P. 65(d). This 21 day of July, 2011**

You may review this Order in its entirety at www.augustaga.gov homepage or click on departments go to the Procurement Department; go to Quick Link; click on hyperlink entitled "Court Order Enjoining Local DBE Program"; click on either **Court Order Enjoining Local DBE Program (7/21/2011)** or **Court Order Enjoining Local DBE Program (2007)**.

In addition, this letter extends to your Firm an invitation to submit a Bid/RFP/RFQ to supply the Augusta, Georgia with equipment, supplies, and/or services as indicated above. Instructions for preparation and submission of a Bid/RFP/RFQ are contained in the attached packet. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, Augusta, Georgia will issue a written addendum to document all approved changes.

Doing business with Augusta has become easier! The **ARCBid** link, which is located on the Procurement Department's website at www.augustaga.gov, enables you to view current and past public bid information online. Should you have any questions concerning the bid documents, or need additional information, you may contact a member of the Bid and Contract Team directly @ 706 821-2422. A request for bid documents **must be faxed to 706 821-2811 or emailed to procbidandcontract@augustaga.gov**.

Your continued interest in doing business with us is appreciated.

Sincerely yours,

Geri Sams

Geri A. Sams
Procurement Director



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia Procurement Department website.

REQUEST FOR PROPOSAL

Request for Proposals will be received at this office until Wednesday, January 14, 2015 @ 11:00 a.m. for furnishing:

RFP Item #14-240 Speaker Queue & Microphone Management System for Information Technology

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 600A
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid**. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 600A, Augusta, GA 30901.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, December 30, 2014 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of 120 days after time has been called on the date of opening.

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle December 9, 11, 18, 25, 2014
Metro Courier December 17, 2014

cc:	Janice Allen Jackson Michael Blanchard Lena Bonner	Administrator Information Technology Clerk of Commission
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Revised: 8/15/2011

RFP Item 14-240 Speaker Queue & Microphone Management System**Due Date: Wednesday, January 14, 2015 @ 11:00 A.M.****INSTRUCTIONS TO SUBMIT**

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **How to Prepare Proposals:** All proposals shall be:
- (A) Prepared on the forms enclosed herewith, unless otherwise prescribed.
 - (B) Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. Proponents are encouraged to review carefully all provisions and attachments of this document prior to completion. Each proposal constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.
- 1.3 **How to Submit Proposals:** All proposals shall be:
- (A) Submitted in sealed opaque envelope, plainly marked with the RFP number and equipment, supply and/or service description listed above.
 - (B) Mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Director on or before the date and time specified above.
 - (a) Mailing Address: Geri A. Sams, Procurement Director
530 Greene Street – Suite 600A
Augusta, Georgia 30901
 - (b) Hand Delivery Address: Geri A. Sams, Procurement Director
Procurement Department – 6th Floor of the Municipal Building
Suite 600A - Augusta, Georgia
 - (c) RFPs not received by the time and date specified in the first paragraph of the letter will not be opened.
- 1.4 **The requirements of Sec. 1-10-50 of the Augusta, Georgia Code shall be applicable to this RFP.**
All specific requirements contained in the proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the proposal which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.
Augusta's invitation to bid shall include specifications prepared in accordance with 49 CFR Part 18.36, NFPA 414 (2007 edition), NFPA 1901, (2009 edition).
- 1.5 **Procurement Protests:**
- (A) **Right to Protest.** Any actual or prospective Proponent offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
 - (B) **Filing of protest.** Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
Subject of Protest. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and

- (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(C) Stay of Procurements during Protests or Appeals. In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing. (See Article 9 of Augusta, Georgia Code)

- 1.6 **Failure to Submit:** If a proposal is not submitted, vendor should return RFP sheets, stating reason therefore, and indicate whether their business should be retained or removed from Augusta, Georgia's vendor's list. **The outside of the envelope should clearly be marked "No Response".**

- 1.7 The requirements of Sec. 1-10-50(h) shall apply to this RFP. **Errors in Proposals:** Proponents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the Proponent's own risk. In case of error in extension of prices in the proposal, the unit prices shall govern.

Correction or withdrawal of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after proposal opening may be permitted under the circumstances described below:

- (1) Mistakes discovered before proposal opening may be modified or withdrawn by written or telegraphic notice received in the Procurement Office prior to the time set for proposal opening.
- (2) The Proponent may withdraw the proposal, prior to proposal opening, without revealing the amount of the proposal, by submitting a new sealed proposal and providing written notice of such withdrawal.
- (3) After the proposal opening, corrections to proposals shall be permitted only as to proposal price and only to the extent that the Proponent can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the proposal price actually intended. Otherwise, no changes in proposal prices or other provisions of the RFP shall be permitted.
- (4) In lieu of proposal correction, a Proponent alleging a material mistake of fact may be permitted to withdraw its proposal if:
 - (i) Such error in the calculation of the proposal can be documented by clear and convincing written evidence;
 - (ii) Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the proposal sought to be withdrawn;
 - (iii) The Proponent serves written notice upon the Procurement Director either prior to the award of the contract or not later than forty-eight (48) hours after the opening of proposals, excluding Saturdays, Sundays and legal holidays;
 - (iv) The proposal was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and
 - (v) The withdrawal of the proposal will not result in undue prejudice to Augusta, Georgia or other Proponents by placing them in a materially worse position than they would have occupied if the proposal had never been submitted. (See Article 9 of Augusta, Georgia Code)

- 1.8 **Standards for Acceptance of Proposal for Award Contract:** Augusta, Georgia reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejections or waiver is in the interest of Augusta, Georgia and in compliance with federal regulations. Proposals will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals, or other irregularities of any kind. Proposals considered irregular may be rejected by Augusta, Georgia. Augusta, Georgia reserves the right to reject the proposal of a Proponent who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proponent whom investigation shows is not in a position to perform the contract, or a Proponent who failed to submitted any requested documentation, including proposal, fidelity, performance and/or payment bonds.
- 1.9 **Proposal.** Means the solicited submission of information from a prospective offeror in accordance with the terms of the applicable RFP and applicable law.
Responsive Bidder or Proposer. A person or entity that has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal.
Proponent: Whenever the term "Proponent" is used it shall encompass the "contractor", "purchaser" or other party having a contract with Augusta, Georgia in such capacity after a contract has been entered into or between such party and Augusta, Georgia.
- 1.10 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.11 **Termination of Contract:** Augusta, Georgia may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should Augusta, Georgia exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 1.12 **Terms of Contract:** This contract will be in place for three years with an option to renew for two (2) additional years on a year to year basis unless stated otherwise by the owner.
- 1.13 **Reporting of anti-competitive practices to state.** Under this article, collusion and other anti-competitive practices among offerors are prohibited by local, state and federal laws, and Augusta, Georgia, therefore, establishes the following:
- (a) Certification of independent price determination. All offerors shall identify a person having authority to sign for the offeror who shall certify, in writing, as follows:
 "I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of local, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this offeror."
 - (b) Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the offer and appropriate language incorporating the exhibit into the offer is set forth therein.
 - (c) Reporting of anti-competitive practices. When for any reason collusion or other anti-competitive practices are suspected among any offerors, a notice of the relevant facts shall be transmitted to the State Attorney General by the Augusta, Georgia General Counsel for investigation.

(d) By signing and submitting this proposal, Proponent declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. In the event, said Proponent is found guilty of collusion, the company and agents will be removed from Augusta, Georgia's bid list for up to three years and any current orders will be canceled.

- 1.14 Augusta, Georgia pays by invoices only net 30. Unless otherwise arranged. Invoices should be sent to the following address:

Augusta, Georgia
Accounting Department – Room 800
Municipal Building
530 Greene Street
Augusta, Georgia 30901

- 1.15 All Bids, Request for Proposal/Qualifications and or Quote are governed and awarded in accordance with the applicable federal regulations and the Augusta, Georgia Code. To view the Code visit Augusta, Georgia's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
- 1.16 Withdrawal and Submission of Modified Proposal: A Proponent may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the Proponent or his/her authorized agent. The Proponent or his authorized agent must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline
- 1.17 **Qualifications of Contractor and Subcontractor(s):** Proponent shall agree to fully comply with all Augusta, Georgia, state, and federal laws, regulations and ordinances governing performance of the contract awarded. It will be the responsibility of the Proponent to obtain any and all necessary permits and/or clearances necessary for completion of the contract. Proponent shall provide a copy of all relevant licenses, certifications, including factory-training certificates for major equipment.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the Proponent but shall put the Proponent on notice to inquire of or identify the same from Augusta, Georgia. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (A.S.T.M.) regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Some specifications are made from actual samples or prior use.
- 2.2 **Prices to be Firm:** Vendor warrants that RFP, terms and conditions quoted in his submittal will be firm for acceptance for a period of ninety (90) days from opening date.
- 2.3 **Completeness:** All information required by RFP must be completed and submitted to constitute a proper proposal.
- 2.4 **Default Provision:** The contract may be canceled or annulled by Augusta, Georgia in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next vendor, for articles and/or services specified or they may be purchased on the open market and, the defaulting Contractor (or his surety) shall be liable to Augusta, Georgia for costs to Augusta, Georgia in excess of the defaulted contract prices. The Contractor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.
- 2.5 **Request for proposals.**
- Request for proposals shall be handled in the same manner as the bid process solicitation and awarding of contracts for goods or services with the following exceptions:
- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
 - (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

2.6 Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors. **Note: IN THE EVENT OF A MANDATORY PRE-BID CONFERENCE ALL INTERESTED VENDORS MUST ATTEND.**

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with proponent qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

- (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
- (4) The quality of performance on previous contracts;
- (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
- (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
- (8) Price.

(h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of Augusta, Georgia's Code.

2.7 Letting the contract: The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the highest scored, responsible and responsive Proponent whose proposal meets the requirements and criteria set forth in the RFP.

In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

- (1) The ability, capacity, and skill of the bidder to perform the contract or provide the services required,
- (2) The capability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference,
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,
- (4) The quality of performance on previous contracts,
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
- (6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,
- (7) The quality, availability, and adaptability of the supplies or services to the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

- 2.8 **Local Vendor Preference (when applicable):** The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders. The lowest local qualified bidder will be allowed to match the bid of the lowest non-local bidder and, if matched, the lowest local qualified bidder will be awarded the contract.

For the purposes of this section, "local bidder" shall mean a business which:

- (1) Has had a fixed office or distribution point in and having a street address within the geographic limits of Richmond County, Georgia for at least six (6) months immediately prior to the issuance of the request for bids or quotes by Augusta; and
- (2) Holds any business license required by the AUGUSTA, GA. CODE; and
- (3) Employees at least one full-time employee, or two part-time employees whose primary residence is within the geographic limits of Richmond County, Georgia or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is within the geographic limits of Richmond County, Georgia. Vendors must complete the enclosed vendor's Registration form. Vendors must complete the enclosed vendor's Registration form.

- 2.9 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program. Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.) Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable. A copy of this Order can be reviewed at www.augustaga.gov home page.*

- 2.10 **Qualified Vendor:** A "Qualified Vendor" is defined for this purpose as one who meets, or by the date of proposal acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
- 2.11 **Compliance with Specifications - Terms and Conditions:** The RFP, Legal Advertisement, General Conditions and Instructions to Proponents, Specifications, Special Conditions, Vendor's Submittal, Addendum, and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.
- 2.12 **Notice to Proceed:** The Procurement Director shall, after consultation with the using agency, issue a Notice to Proceed to the contractor, stating the name of the project, the date upon which the project is to begin, the contact name and telephone number for the using agency and the contract term. The successful Proponent shall not commence work under this request for proposal until duly notified by receipt of contract signed as executed by the Mayor/Commission or Administrator or their designee (Clerk or Commission or the Procurement Director). If the successful vendor does commence any work prior to receiving official notification, he does so at his own risk.

- 2.13 **Interpretation of Bid/Proposal:** No interpretation of the meaning of the Contract Documents as defined in the General Conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to Proponents orally. In addition, every request for such interpretation or correction shall be submitted by fax or email only to the Procurement Department. **The Procurement Department is the SOLE contact for Proponents throughout the bid/proposal process. All questions are to be submitted by fax (706 821-2811) or email (procbidandcontract@augustaga.gov) in accordance to the Bid/RFP/RFQ.** Bidders are not to contact any employee of Augusta, Georgia, agent, consultant or any Commissioner during the Bid/RFP process except as directed above. Failure to comply with this requirement shall be grounds for disqualification of the Bidder. All such interpretations and supplemental instructions will be transmitted to all Bidders not later than five (5) working days prior to the last day for submitting RFPs.
- 2.14 **Employment Eligibility Verification and Systematic Alien Verification for Entitlements (SAVE):**

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

ATTACHMENT B – Prime Contractors Affidavit and Agreement

Subcontractor Affidavit and Agreement Non Collusion Affidavit of Subcontractor

The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Systematic Alien Verification for Entitlements (SAVE) Program

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with Augusta, Georgia are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Augusta Benefit Application prior to receiving any Augusta, Georgia contract. **The affidavit is included as part of this Bid/RFP/RFQ package and is required to be returned with your submittal.**

SPECIAL CONDITIONS

3.1 **Augusta, Georgia's right to amend solicitations or awards that are in violation of law.**

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

(a) Prior to bid opening or closing date for receipt of proposals. If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.

(b) Prior to award. If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

(c) After award. If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:

- (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
- (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
- (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

3.2 **Bonds: (Check where applicable)** Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia or the equivalent in cashier's or certified check (Checks shall be made payable to Augusta, Georgia), or such other security as approved by the Augusta, Georgia General Counsel.

☐ (A) Each Proponent shall post a **bid bond, or certified check** made payable to Augusta, Georgia in the amount of 10% of the proposal price. A company check is **not** acceptable. No proposals shall be read or considered without a proper form of security.

☒ (B) No bond or certified check is required.

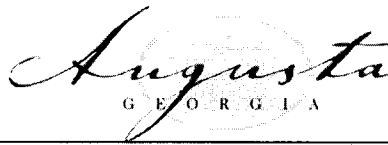
☐ (C) Proponent shall post a **payment/performance bond** payable to Augusta, Georgia in the amount of 100% of the proposal price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements.

Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

☐ (D) Proponent shall post a **performance bond** in the amount of 100% of the proposal price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications.

In accordance with Article 5 of Augusta, Georgia's Code. Augusta Georgia's code can be viewed in its entirety @ <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.

- 3.3 **Augusta, Georgia License Requirement:** Contractor must be licensed in the State of Georgia or by the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162.
- General Contractors License Number:** If applicable, Proponents responding to this Request for Proposal must provide their General Contractors License number in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, bidders responding to this Request for Proposal must provide their Utility License Number in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 3.4 **Warranty Requirements:** (Check where applicable)
☐ (A) Provisions of item 2.12 in regards to quality shall apply.
☐ (B) Warranty required.
☐ (a) Standard Warranty shall be offered with bid.
☐ (b) Extended Warranty shall be offered with bid.
- 3.5 **Terms of Contract:** (Check where applicable)
☐ (A) Annual Contract
☐ (B) One time Purchase.
☒ (C) Other
- 3.6 **Use of Augusta, Georgia Landfill.** All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.



NOTICE TO ALL PROPONENTS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & all 3 Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Contractor must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

Return Only If Applicable:

1. The Exception Sheet (if applicable)
2. Local Vendor Registration (if applicable)

DO NOT RETURN AT THIS TIME:

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor

Note: The successful vendor will submit the above forms to the Procurement Department not later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received).

WARNING:

Please review "Notice to Proponents" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Proponents are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Bids/RFPs/RFQs are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a Bid/RFP/RFQ.



Attachment B

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

530 Greene Street, Suite 605

Augusta, Georgia 30901

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Business License # for your Company (Must Provide): _____

Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1)____: (#2)____: (#3)____: (#4)____: (#5)____: (#6)____: (#7)____: (#8)____:

NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the bid or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the bidding/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Attachment B - Page 2 of 3

Non-Collusion of Prime Bidder/Offeror

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Attachment B - Page 3 of 3**Contractor Affidavit and Agreement**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

****E-Verify * User Identification Number (Company I.D.) _____**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

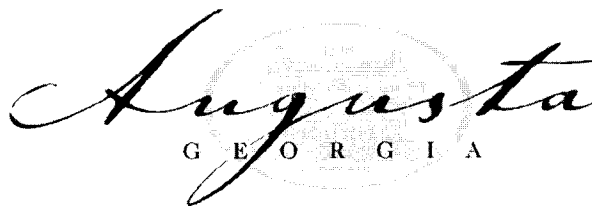
NOTARY SEAL

Notary Public

My Commission Expires: _____

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

REV. 6/27/2011



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for _____

[Bid/RFP/RFQ Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

*** Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

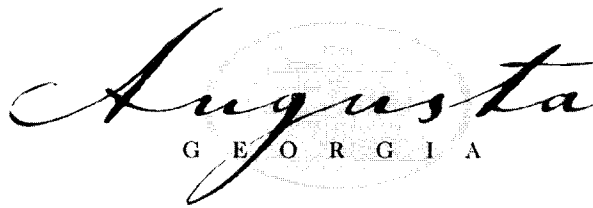
Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

REV. 9/25/2012



EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this proposal is in anyway different from that contained in this proposal or bid, the Proponent is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that Proponent(s) offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Signature

Date

Company

Title

Return with submittal if the commodity and/or services proposed in the response to this proposal are in anyway different from that contained in the specifications.



STATE OF GEORGIA - COUNTY OF RICHMOND

BID/RFP/RFQ# _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

 E-Verify * User Identification Number

 Company Name

 BY: Authorized Officer or Agent
 (Contractor Signature)

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

 Notary Public

 My Commission Expires:

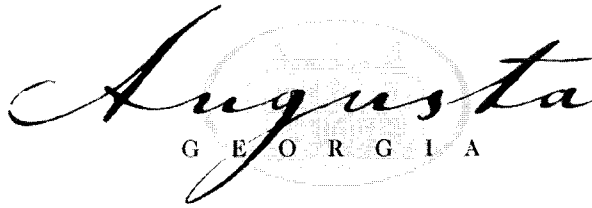
Georgia Law requires your company to have an
 E-Verify*User Identification Number on or after July
 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
<https://e-verify.uscis.gov/enroll/>

NOTARY SEAL

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

REV. 7/22/2011



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the Proponent.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

_____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the Proponent only, or if furnished to any other Proponent, that the material shall be at a higher price.

Signature of Authorized Company Representative

Title

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ **NOTARY SEAL**

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Rev. 6/27/2013



Local Small Business Opportunity Program Ordinance Requirements

Notice To All Proponents (PLEASE READ CAREFULLY)

Shall apply to ALL Bids/RFPs/RFQs regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBO Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form visit:
<http://www.augustaga.gov/index.aspx?NID=1672>

For questions and or additional information please contact:

Mrs. Yvonne Gentry
Local Small Business Opportunity Program
530 Greene Street, Room 305
Augusta, Georgia 30901
(706) 821-2406
Website: <http://www.augustaga.gov/index.aspx?nid=83>

SHALL APPLY TO PROJECTS \$100,000 & UP
Local Small Business Opportunity Program (Continued)

Sec. 1-10-129. Local small business opportunities program participation.

(a) ***Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.*** The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each Proponent shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All solicitation documents shall require bidders or proponents to submit with their bid/proposal the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

(d) ***Post Contract Award Requirements.*** The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) Compliance.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(i) Competitive Bids.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

For questions and or additional information please contact: Mrs. Yvonne Gentry, Local Small Business Opportunity Program, 530 Greene Street, Room 305, Augusta, Georgia 30901 (706) 821-2406. **NOTE:** All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number.

Rev. 6/27/2013

RFP Item 14-240 Speaker Queue & Microphone management System**Due Date: Wednesday, January 14, 2015 @ 11:00 A.M.****I. Introduction**

The Augusta Information Technology Department (IT) is requesting proposals from firms interested in providing a Speaker Request and Microphone Management System. This includes analysis, planning, development, software and hardware acquisition, implementation, and support of a technical solution for the Augusta Commission Chamber.

II. Background Information**A. Description of Product/Service Required**

Augusta is seeking a system that will permit the presiding officer in a meeting in the commission chamber to manage a queue of meeting participants who have requested recognition to speak on an item/issue. The participants' requests will be logged in a touch-screen system which will permit the presiding officer to see the order in which the participants have indicated their desire to speak. The presiding officer will then be able to activate microphones and recognize the speaker.

The detailed requirements for this solution are found in the *Solution Requirements* section of the document.

B. Augusta IT Department Overview

Augusta IT is responsible for the procurement, implementation, maintenance, and security of city-government-owned and operated hardware, software, network infrastructure, radios, and telephony used by city departments. IT is also responsible for maintaining Augusta's Internet presence, and an Intranet is maintained for the use of internal departments and employees.

III. General Conditions

This RFP is not an offer to contract. Acceptance of a proposal neither commits Augusta to award a contract to any vendor, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. We reserve the right to contract with a vendor for reasons other than lowest price.

Failure to answer any question in this RFP will subject the proposal to disqualification. Failure to meet a qualification and/or specific requirements of this RFP will disqualify the vendor's proposal. Proposals will not be considered for contract after the specified date and time shown in the *Schedule of Events* found in this RFP. Proposals not submitted in the format specified in the *Required Proposal Format* section of this RFP will be rejected.

A. Confidentiality/Public Knowledge

Any proposal submitted becomes the property of the citizens of Augusta. Proposals submitted by potential vendors is public information and will be provided to the general public, upon demand, after the contract has been awarded, with the exception of confidential financial information provided exclusively for determining the financial stability of a potential contractor.

B. Right of Rejection

We reserve the right to accept or reject any or all, potential vendor responses to this RFP.

C. Cost of Proposals

Expenses incurred in the preparation of proposals in response to this RFP are the vendor's sole responsibility.

IV. Evaluation and Method of Vendor Choice

Once the vendor proposals are received, they will be reviewed by an Evaluation Committee that may be composed of personnel from the Clerk of Commission, one from the Procurement Department, and one from IT. The committee will review the proposals and evaluate them based on the following weighted criteria:

Ability to satisfy Software Requirements	60%
Apparent User-Friendliness of the Solution	30%
Firm Stability	10%

The committee will choose the top three proposals, review their price documentation, and offer the bidders the opportunity to present their product and proposal in person.

Following the presentations, the committee will vote on the preferred vendor and contract negotiations will begin. All contracts with vendors are subject to approval by the county attorney. Depending on the final cost, the Augusta Administrator and/or the Augusta Board of Commissioners will have approval authority over the contract and proposed budget outlay.

V. General Instructions

This section contains instructions governing the proposal to be submitted.

- A. Submit your proposal via mail to:

**Procurement Department
530 Greene Street, Room 600A
Augusta, Georgia 30901
Attn: Ms. Geri Sams**

- B. The proposal will be accepted for consideration if it includes the following components:
1. One (1) original and seven (7) copies of vendor proposal. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Speaker Request System RFP.
 2. One (1) copy of the price proposal. Proposal must be sealed and labeled on the outside of the package to clearly indicate that it is in response to the Speaker Request System RFP.
- C. The proposal must be received at the Procurement Department on or before Wednesday, January 14, 2015 @ 11:00 a.m. in order to be considered responsive.
- D. Proposals submitted by facsimile will not be accepted.
- E. The proposal shall remain valid for 120 days from the proposal due date. Please provide the name, title, address, phone, fax and e-mail address of the individual who will serve as our primary contact for purposes of the RFP.
- F. Your proposal shall be in the format as described in the *Required Proposal Format* section of this document.
- G. Your proposal shall adequately address all the questions in the *Solution Requirements* section of this document.
- H. All proposals submitted become the property of Augusta and will not be returned. Proprietary information within the proposals should be clearly marked as such.
- I. All vendors should not be in default to Augusta.

VI. Schedule of Events

A. Event Calendar

Tentative Dates	Activity
December 2014	Issue of RFP
December 30, 2014 @ 5:00 PM	Questions Submittal Deadline
January 14, 2015 @ 11:00 AM	Submission of Proposals
January 2015	Selection Of Finalists
January 2015	Presentation by Finalists/Select Vendor
February 2015	Award Agreement
February 2015	Contract Negotiations
February 2015	Present to Commission / Administrator
March 2015	New Services Implemented

B. Explanation of Events

1. Issue of RFP

This RFP is being issued by the Augusta Procurement Department. This and any other Augusta RFP can be viewed from Augusta's Internet site, located at <http://www.augustaga.gov/>, which uses the DemandStar service to provide online access to bid documents. From www.augustaga.gov choose:

- Online Bids (from the list on the left) of the page.
- Select "Active" in the "View bids that are" window and click "Search".
- On the appropriate Bid, click "Download/Order" (on the far right).
- Follow the instructions.

If you are a member of DemandStar, this download is free. If you are not a member, there is a nominal cost.

2. Questions Submittal Deadline

Potential vendors may submit additional written questions as to the intent or clarity of this RFP. All written questions must be submitted to the Procurement Department by facsimile @ 706 821-2811 or by email @ procbidandcontract@augustaga.gov and must reference the RFP number. Be advised that contact with any department other than Procurement may result in automatic disqualification from the selection process.

3. Submission of Proposal

Proposals are due in the Procurement Department by this date. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and labeled according to the directions established in the *General Instructions* section.

4. Selection of Finalists

The Evaluation Committee will select and the Procurement Director will notify the finalist vendors. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time.

5. **Presentation by Finalists**

Finalist vendors will be required to present their proposals and demonstrate their offered products to the Evaluation Committee. The Procurement Director will schedule the time for each vendor presentation and demonstration. All presentations and demonstrations will be held in the Procurement Department, Room 605 or another site designated by the Procurement Director. Each presentation and demonstration will be limited to three (3) hours in duration.

6. **Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. During this time, the Procurement Director may, at her option, initiate discussions with vendors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the vendors.

7. **Award Agreement**

After review of the Evaluation Committee Report, Augusta will offer the RFP to the vendor in which the proposals are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFP will be selected for award. No minimum or maximum number of awards has been predetermined.

8. **New Services Implemented**

Augusta would like to have the selected vendor on-site to work through the implementation of the new services.

VII. **Required Proposal Format**

The proposal package is composed of two distinct sets of documents: the Solution Proposal and the Price Proposal. This competitive process is based on the capabilities of the various systems. Ensuring high quality, appearance, user-friendliness, connectivity, and functionality that meets Augusta's needs are the primary concern of this competitive bid process.

A. **Solution Proposal**

Submittals of firm information and qualifications should be no more than forty (40) pages in length (exclusive of cover sheet, tabs and required Procurement forms) and should include the following information, in the order in which it is listed below (items may be consolidated onto single pages to allow more space for other material):

1. Firm Information:
 - A). Firm name, address, telephone number.
 - B). Former firm names, if applicable.
 - C). Joint venture partner information and subcontractors to be used by the firm (if applicable).
 - D). Any lawsuits involving the firm's work on similar projects in the last five years.
 - E). Bank references indicating financial stability. Augusta recognizes the desire for private companies to restrict access to their financial information, so this information may be included under separate cover for review by Augusta IT or Finance Staff if the vendor desires. Otherwise it may be included here. These statements do not count toward the forty (40) page limit of this document, and they will all be treated as confidential material.
 - i. Required
 - a. An audited financial statement for the three (3) most recent fiscal years for which statements are available. These statements must include a balance sheet, income statement, and statement of cash flow.
 - b. Indicate if the firm has ever been in bankruptcy proceedings.
 - ii. Optional
 - a. Annual or Quarterly Report
 - b. Dunn and Bradstreet Rating or other acceptable proof of financial responsibility.
 - F). Number of permanent employees.

- G). Number of employees dedicated to handling programming, development, and customization tasks.
- H). Number of employees dedicated to handle technical support calls.
2. What does the firm charge for customizations to their system, and will additional funds be charged to upgrade these customizations as new versions of the solution are released?
 3. Answers to the *Solution Requirements* questions provided elsewhere in this document. Please answer each question individually and provide additional documentation as necessary.
 4. Customer References: Please provide a customer list (not to exceed five customers in length) that includes an agency name, contact name, and phone number. References should have been using the solution for at least one year and have a situation similar to that which you are proposing for Augusta.
 5. Describe the contractual requirements for the service (i.e., such as term of the contract; return policy for defective product, early termination penalty, etc.). Because the County is exempt from federal excise tax and 911 fees, all contracts must reflect this status. Please include a copy of your general customer contract as part of your proposal.
 6. Promotional materials (slick sheets, etc.) regarding your product(s) as you see fit.

B. Price Proposal (Please enclose Price Proposal in a separate sealed envelope labeled "RFP 14-240 Price Proposal including the vendor name.

This is a simple document no longer than three pages in length that describes your pricing model and provides a final price subject to any changes that might occur during contract negotiation. Please maintain clarity and provide options as you see fit that will best suit Augusta's needs. Additionally, this should provide a cost breakdown by category (dollars per module, dollars per license, manhours to implement, customization cost, etc.). A Sample is provided below (items marked with a * are required on your proposal):

Item	Cost
Solution Cost* Indicate Per Seat Cost, Cost Per Module, Customization Costs, Other as needed for this project.	
Management/Implementation Cost* Include manhours, travel, lodging, meals, etc.	
Training Cost*	
Annual Support (starting 2 nd year)*	
Hardware Costs The vendor is asked to denote all of the equipment required to implement the solution. Include input devices, output devices, cabling, servers, Mobile Devices, or other equipment recommended for use with the vendor's solution.	
Total	

Proposals that do not comply with the above instructions may be disqualified.

VIII. Solution Requirements

Statement of Scope

Augusta is seeking a system that will permit the presiding officer in a meeting in the commission chamber to manage a queue of meeting participants who have requested recognition to speak on an item/issue. The participants' requests will be logged in a touch-screen system which will permit the presiding officer to see the order in which the participants have indicated their desire to speak. The presiding officer will then be able to activate microphones and recognize the speaker.

The Current Situation:

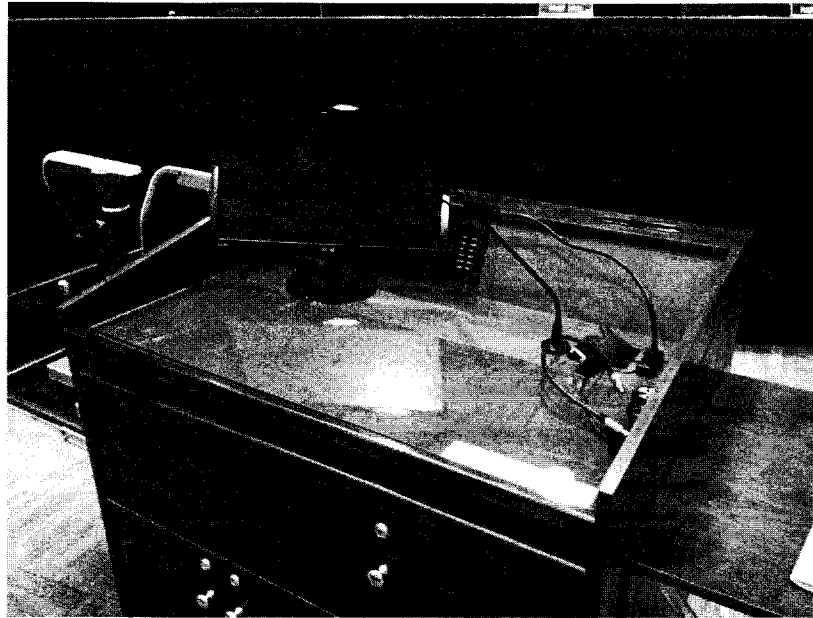
- Augusta currently utilizes an A/V solution in our commission chamber that includes 18 microphones. This is composed of:
 - A mayor/presiding officer station (with one microphone) in the center of the dais. The mayor currently does not have any control of microphones, queueing, or the voting system. "Queueing" is a manual process by which the commissioners raise their hands to indicate their desire to speak and the mayor announces the order in which he will recognize them to speak.
 - Five (5) commission positions to either side of the mayor, each with its own microphone, for a total of 11 on the dais.
 - Three (3) microphones on the center table (the "Administrative Table") where the Clerk of Commission, General Counsel, and Augusta Administrator are situated during the meetings. The fourth person at the table, a technician who operates the voting system, does NOT have a microphone, nor do they need one since they are not an actual participant in the meeting. These three microphones are used by the personnel at the table during meetings when discussion is needed.
 - Two wired hand-held microphones on stands at the end of the Administrative Table. These microphones can be used during presentations such as "employee of the month" or during other special recognition events when people gather in front of the dais. These microphones are on during the meetings but are rarely used.
 - Two microphones (one each) mounted in the lecterns that are located to the left and right of the ½ wall across the center of the chamber. These are used by members of the public during presentations.
 - With the exception of the hand-held microphones, all of the microphones are mounted to their location using screws, and they have a single wire that is fed through a hold in the countertop/tabletop.
 - At this time, ALL of the microphones are typically on during public meetings. The role of IT up until now has been to make minute adjustments to the volume, but there has been no active control of speakers.
 - There is no technology-based speaker request or speaker management system currently in place. As was indicated above, all of the microphones are on and the commission members raise their hand in order to indicate their desire to speak on a matter. The chair (usually the mayor) recognizes the members in the order in which they requested to speak. There is no control to activate or deactivate a member's microphone to indicate that the floor has been granted to them to speak.
 - See the photograph below for reference regarding the locations of microphones:



- Commissioner and Administrative Stations
 - Each commissioner and the mayor has the following equipment at their station:
 - A view screen which receives a feed from the voting PC (the computer that runs the voting system) that sits beneath the Administrative Table in front of the dais. This is not a touchscreen and the member does not have control over the content.
 - A microphone
 - A remote-control voting device which interfaces with the current Voting System (WinQuiry).



- The Administrative Table in front of the dais includes 4 stations, 3 of which have microphones (for the Clerk of Commission, Augusta Administrator, and General Counsel). These microphones and screens are the same as the ones used by the commissioners and mayor on the dais. These personnel do not have remote control voting devices because they do not vote.
- **Lecterns**
 - There are two lecterns (one on each side of the short wall in front of the table). These lecterns are where the public and employees speak when presenting to the commission. Please see the picture below.



- **Crestron Panel**
 - The Voting PC is typically used by an IT Department person to facilitate the smooth operation of the technical aspects of the meeting (such as voting, sound, assisting persons with the A/V parts of presentations, etc.). This station has a Crestron panel which they can use to control audio and video in the room. The current Crestron is a model TPMC-8X. In terms of controlling audio, it is used simply to raise or lower volume as needed, although the standard practice is to NOT modify settings during the meeting unless absolutely necessary. For instance, if a participant is not speaking into a microphone, the technician will rarely attempt to increase the volume because the participant may lean forward and raise their voice, at which point the volume in the house will be too great.
 - The Crestron Panel is pictured below:



- There is an A/V Room on the 3rd floor (overlooking the commission chamber) that contains the audio and video equipment (encoder, amp, video recorder, camera controllers, etc.). The pieces of equipment located within the chamber (microphones, cameras, etc.) have cable runs through conduit to the 3rd floor A/V Room. The operator in the A/V Room can access the Crestron panel using emulation via a PC, but typically does not interfere with the operations taking place on the commission floor.

What Augusta is Seeking:

Augusta is seeking a system that simply controls the microphones and the ability of the presiding officer to manage speaker requests in order to maintain order during a meeting. The detailed requirements for this solution are found in the **Augusta Solution Requirements** section of the document.

What Augusta is NOT Seeking:

Augusta is not seeking an end-to-end agenda management and voting system.

Instructions for Answering Proposal Requirements

For all of the requirements listed on the following pages, the vendor is expected to respond in the column on the right according to the following parameters:

Y	Vendor is fully compliant with the requirement "Y". If the vendor is partially compliant, they should indicate "N" rather than "Y", and include an explanation.
N	Vendor is not currently compliant with the requirement and does not plan to be compliant for the foreseeable future. Please note that a response of "N" will generally not disqualify a vendor from this competitive process.
M	Solution currently does not meet the requirement but this can be done as a modification at no cost.
M\$xxx	Solution currently does not meet the requirement but this can be done as a modification for an additional cost. The vendor should indicate in the "xxx" what the estimated cost will be.

F The Solution does not meet the requirement but the feature is under development and will be provided at a future date at no additional cost. If this code is used, a date should be supplied as well (e.g. F 8/6/2014).

N/A Does not Apply (Based on the vendor's specific solution, this is not applicable). For example, questions referring to data being hosted offsite would not apply to vendors offering a solution to be served from the Augusta IT computer room.

Please note: Augusta reserves the right to automatically disqualify for consideration any vendor that is found to have answered these questions falsely with the intent to deceive in order to artificially enhance their chances of becoming the vendor of choice for this project.

1. Augusta Solution Requirements

ID	Requirements	Response
SR Speaker Request System		
SR-1	Solution will permit the presiding officer to have control over the mode of operation of the microphones in the commission chamber.	
SR-2	<p>System should, at minimum, be able to address the following situations/modes of operation:</p> <p>All On: All microphones are active when the system is on, or they can be controlled manually through the Crestron panel. If this mode is engaged, the "speaker request system" will not work. NOTE: This is how the system is used currently.</p> <p>All Off: All microphones can be cut off by the presiding officer.</p> <p>Speaker Request: In this mode, the participant must press a button to indicate their desire to speak. The microphone would not be activated until the Presiding Officer recognized the requestor. By default, the presiding officer would be the only microphone on in this situation.</p> <p>Custom: The presiding officer may indicate other microphones that shall be permitted to stay active (such as clerk and/or lecterns) while others are subject to the Speaker Request system.</p>	
SR-2	The presiding officer would be able to see on a panel/screen who wants to speak and in what order they indicated their desire to speak.	
SR-3	The presiding officer can press a button on the panel/screen in order to recognize someone to speak. At that time, the recognized party's microphone would become active.	
SR-4	When working in a queue of speakers, once the presiding officer chooses a speaker who is NOT currently speaking, the former speaker's microphone will be deactivated.	
SR-4	The system could have the capability to permit "All On" or "All Off" at the touch of a button from the presiding officer station.	
SR-5	The system capability to activate "All Off" would NOT disable the presiding officer's permit "All On" or "All Off" at the touch of a button from the presiding officer station.	
SR-5	Vendor should indicate limitations of using microphones in any of the situations described above (such as maximum number of speakers).	
SR-6	Capability shall exist for a backup control console in the event of failure of the primary touch- screen panel.	

ID	Requirements	Response
M Microphones		
M-1	Gooseneck microphones for the Mayor (1), Commissioners (10), Administrative Table (3), and Lecterns (2). Plus two (2) backups for replacement of microphones for a total of eighteen (18) microphones.	
M-2	Each microphone should be attached to a base that includes a built-in button(s) or other devices which can be used for the purpose of indicating a desire to speak.	
M-3	Microphones shall not require a participant to press and hold a button (while they are speaking) in order to speak and be heard through the system. One touch and release would activate the microphone or deactivate it.	
M-4	Notwithstanding the requirements listed here, the Vendor is encouraged to provide a recommendation for a highly capable and flexible microphone. As such, Vendor is not to be limited by the requirements here if solutions that are more functional are available.	
VP Vendor Requirements		
VR-1	Vendor Should identify the equipment that will be needed to satisfy these requirements (including name of equipment, manufacturer and model #) as part of their proposal	
VR-2	Vendor is expected to deliver all equipment to the site, install equipment, and dispose of trash associated with the project.	
VR-3	Vendor is responsible for all cabling and other electrical work as needed to satisfy the needs of this project.	
VR-4	Vendor shall have a representative onsite when the solution is used LIVE the first time.	
VR-5	Vendor shall provide Augusta with warranty information about the components used on this project.	
VR-6	Vendor shall properly test all equipment following installation and certify that it is within acceptable operating parameters.	
VR-7	Vendor shall provide training to the users of the system.	
IT-1 Contractual Items		
IT-1-1	All documents, scopes of work, costs, and activities related to the project are expected to be included as part of the contract signed between Augusta and the chosen vendor. Change Order Management will be explicitly covered under the contract provisions in order to protect Augusta from unexpected costs and to protect the vendor from post-contract additions/requests from Augusta, but as a general rule it is expected that Augusta will have no additional expenses other than what is spelled out in the final contract.	FOR INFORMATION PURPOSES ONLY
IT-2 General Technical Requirements		
IT-2-1	Vendor should indicate recommended client workstation or server requirements for installing any software required (if needed).	
IT-2-2	Vendor should include list of specialized computer equipment required for their solution, to include cards and/or peripherals such as touch screens, , microphones, speakers, camera, etc, bar code readers and/or magnetic stripe readers, etc. (as needed / if applicable).	
IT-2-3	Vendor should indicate any 3 rd party software or hardware tools that are required to work with their solution.	

ID	Requirements	Response
IT-2-4	Server (if needed) should operate on a Microsoft Windows-based platform.	

3. Augusta, GA Legal Language and Procurement Code

The provisions below are *typically* required for all Augusta, Georgia contracts and license agreements. Depending on the Vendor's answers to the questions in the preceding section, not all of these provisions may apply. Augusta, Georgia is the authority on the applicability of these provisions to our situation. Vendors are to indicate in the right hand column if they are willing to accept these terms, which, if applicable, will be included in any contract/agreement resulting from this purchasing process. The language included below is for example purposes and may be modified according to the structure of the Vendor's contract/agreement and any attachments or exhibits.

Y = Acceptable

N = Not Acceptable (Please include justification why this is not acceptable)

N/A = Not Applicable (Please include justification why this does not apply)

ID	Requirement	Response
LP-1	Customer Name Augusta, Georgia, a political subdivision of the State of Georgia, with its place of business at 530 Greene Street, Augusta, GA U.S.A., 30901	
LP-2	RFP Compliance This contract will operate in accordance with Augusta, GA RFP (the RFP to which the Vendor's proposal applies) and the Vendor response to said contract and any item herein outside of such must be completed as in contract or be subject to penalty clause. In case of conflict between the original RFP and this contract, this contract shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. It may only be modified in writing and must be signed by authorized representatives of both parties.	
LP-3	Georgia Open Records Act The Vendor acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). Vendor shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law. Vendor shall clearly mark any information provided to City which Vendor contends is Proprietary Information. Vendor shall notify City immediately of any Open Records request arising out of this contract and shall provide to City a copy of any response to the same.	
LP-4	Time of Performance. Vendor shall use commercially reasonable efforts to complete the services covered under and pursuant to this Agreement as directed by the City's Project Administrator by the date of project completion as described in Exhibit XX, Project Schedule, ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties. Delays in implementation will be subject to a Penalty, under certain conditions, as described in Section XX in this agreement.	
LP-5	Vendor Travel Travel amounts for lodging and meals, and incidental expenses are not to exceed \$118 per day, the maximum rate as determined by the US Internal Revenue Service (IRS) per IRS Publication 1542 (October 2008).	
LP-6	Performance Bond Other directives in this document notwithstanding, the Vendor shall be prepared to provide a Performance Bond in the amount of 100% of the bid price if awarded the contract. Such bonds are due prior to contract execution as a guarantee of the Vendor's ability to deliver the goods and services purchased. Bond shall be valid until such time as the product(s) or services(s) are accepted by Augusta, Georgia.	

ID	Requirement	Response
LP-7	<p>Termination</p> <p>1. Events of Default. Each of the following events shall constitute an "Event of Default":</p> <p>A. The Vendor shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.</p> <p>B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.</p> <p>2. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon at least thirty (30) days written notice to the Vendor.</p> <p>3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on the Completion Date.</p> <p>4. Payment Upon Termination. Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.</p> <p>5. Termination by Vendor: Vendor may terminate this Agreement only upon the substantial breach by the City of a material provision of this Agreement including failure to pay.</p> <p>6. Termination for Convenience: Upon advance written notice to Vendor, the City may, without cause and without prejudice to any other right or remedy of Vendor, elect to terminate the Agreement. In such case, Vendor shall be paid (without duplication of any items):</p> <p>A. For completed and acceptable work executed in accordance with the terms of the agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;</p> <p>B. For expenses incurred prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;</p> <p>C. For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others, and; for reasonable expenses directly attributable to termination.</p>	
LP-8	<p>Termination by Either Party. In the event of termination of this Agreement by either the City or the Vendor, both agree to the following:</p> <p>A. City shall destroy the PROGRAM as defined in the Software License and Support Agreement, Exhibit "XX", together with all copies, modifications and merged portions, or</p> <p>B. Return the PROGRAM together with all copies, modifications and merged portions to Vendor, or</p> <p>C. City may continue to use the PROGRAM with the permission of the Vendor, with no expectation of continued maintenance, support, update, or upgrade.</p> <p>D. In cases referenced according to items A and B above, Vendor shall certify in writing that all proprietary information, data, schema, or documentation belonging to City have either been returned to Licensee or destroyed and vice versa.</p>	
LP-9	<p>Liquidated Damages</p> <p>The VENDOR agrees to pay as liquidated damages to the City the sum of \$_____ for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by the City. This Section is independent of Section _____ – Default of VENDOR. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.</p> <p>The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages in addition to the payments made hereunder which the City can document as being attributable to the documented VENDOR failures. In addition to other costs that may be recouped, the City may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.</p>	

ID	Requirement	Response
LP-10	<p>Specified excuses for delay or non-performance</p> <p>VENDOR is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.</p>	
LP-11	<p>Temporary suspension or delay of performance of contract.</p> <p>To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by VENDOR under this agreement.</p>	
LP-12	<p>Georgia Prompt Pay Act Not Applicable.</p> <p>The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.</p>	
LP-13	<p>Insurance Requirements</p> <p>The VENDOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the City against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the VENDOR in performance of the work during the term of this Agreement.</p> <p>The VENDOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.</p>	
LP-14	<p>An acknowledgement by all parties contracting with Augusta, Georgia as follows:</p> <p>"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.</p>	
LP-15	<p>E-Verify Compliance</p> <p>All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.</p>	
LP-16	<p>Right to inspect premises.</p> <p>Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of VENDOR or any subcontractor of VENDOR or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.</p>	

ID	Requirement	Response
LP-17	<p>Local Small Business Language:</p> <p>In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.</p>	

IV. EVALUATION CRITERIA:

Submit proposed fee in a separate sealed envelope label "Price Proposal for RFP 14-240 Speaker Queue & Microphone Management System - Information Technology Department."

SELECTION PROCESS: A Selection Committee will review all proposals submitted in response to this RFP. Submit all required information for any subconsultants/subcontractor(s) that will be used to perform any part of the requested services. Consultants/Contractors will also be evaluated using the above listed criteria.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined below including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized in order by the following sections:

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

Note: All offerors selected to participate in Phase Two shall be equally evaluated without respect to the score received in Phase One.

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

PRICE PROPOSALS

The Committee will evaluate the responses to the RFP, verify the information presented, and conduct oral interviews, as deemed appropriate. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Price shall be submitted in a separate sealed envelope with the following information on the outside of it: **RFP 14-240 Speaker Queue & Microphone Management System – Information Technology Department.**

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a “Best and Final” offer.



INFORMATION TECHNOLOGY

Tamoka Allen
Director

Michael F. Blanchard
Deputy Director

Gary Hewett
Deputy Director

Report on Columbus Consolidated Government Channel (CCGTV) Columbus GA Included: Recommendations Regarding Augusta's Path Forward

April 10, 2013

Provided to:

Tameka Allen, Director Information Technology
Mike Blanchard, Deputy Director Information Technology
Adrian McDaniel, Interim CSS Manager

Produced by:

Gary Hewett, Deputy Director Information Technology

On March 26, 2013 I visited Michael King, Director of CCGTV, 100 10th Street, Columbus, GA 31902. Mr. King has held his current position for approximately six years. Mr. King has a background in reporting, production, editing, etc. and has held several media related positions prior to entering his current position. CCGTV was established in 1993. CCGTV currently has one FTE and two part time positions. The Director of CCGTV reports to the City Manager (see attached job description). Additionally, volunteers are utilized from other Columbus Departments. When departments request the production of videos someone from the requesting department is often used to present the information. Videos for safety, events, Policies and Procedures are a few examples. A video for new employee orientation and benefits could save Augusta a lot of man hours since this is done often and is repetitive.

One thing Mr. King said we should consider prior to the formulation of a Government Channel is the focus of the channel. In the beginning, CCGTV was formed to shed light on the government of Columbus. To explain to citizens how the government worked and make it easier to interact with the different departments. In an effort to improve ratings community announcements were added. Eventually, full video productions, limited to thirty minutes, were allowed for community activities. Only non-profit 501C agencies are permitted to take advantage of this service. By combining community awareness with governmental information the channel viewers are more likely to return to the channel.

Augusta will face some challenges that CCGTV did not face. CCGTV was formed when each governing body had the ability to negotiate their own franchise agreements. Now that GMA negotiates cable franchise agreements Augusta will have to be creative in how we entice cable providers to carry our channel if one is formed. Comcast has committed to showing the content as soon as it is produced. Knology has stated that they will not do so. This is due to the system differences between the two main providers. Comcast is totally digital and to add our channel is simple a programming change that can be easily done. Knology is not fully digital. To add our channel they would have to either take away a current channel or perform system upgrades.

CCGTV is in the process of relocating to a new facility (see attached floor plan). You will notice that the new design is adjacent to the Council Chamber. This is to consolidate the two different locations currently being utilized. One is currently at the rear of the Council Chamber (see attached photos of Council Video Production Room). Another is on the third floor of the City Municipal Building. (see attached photos of production studio). By consolidating the two locations into one CCGTV expects to save approximately \$300,000. CCGTV has received bids on the equipment required for the new location. The lowest bid is \$330,000.

The existing Council Chambers takes advantage of four cameras (see attached photos of Council Chambers). There are three cameras mounted at the rear of the room facing the council members. They have ten City Council Members and The Mayor so I believe the same number of cameras would work for us. One camera is mounted in the front of the room facing the podium where the public speaks. We may need two. Our current camera configuration only allows us to show the side of a person speaking at the podium. New cameras and all supporting hardware and software are included in the recent bid received by CCGTV so I believe that amount would be very close to what would be required in our new Commission Chamber. That budgetary amount does not include the physical location for staff or equipment.

Included in the system utilized by Columbus' Council is a microphone management, timer and floor request system (see attached photo of Floor Request System). When a Council Member desires to speak they press the button on their microphone. They are put into a queue and a number is assigned to them. As you can see in the photo each person has a number beside their name. The Mayor can look at the screen and see who is first. When the person is pressed, on the screen, their microphone is turned on and whoever is second now becomes first. This accomplishes two things. One, it allows the Mayor to track who wishes to speak and in what order. Secondly, audio editing is done automatically without the need for external interference or manipulation. This feature would be very helpful for the Mayor and for whoever is recording the meetings.

Attachments: (Document) Director CCGTV Job Description

(Photo) CCGTV Proposed Floor Plan

(Photo) Council Video Production Room (2 ea.)

(Photo) Production Studio (5 ea.)

(Photo) Council Chambers

(Photo) Floor Request System

(Document) Sample Programming

(Document) CCGTV Definition

Operational Definition

Mission Statement

Goals

(Document) General Guidelines

Columbus has granted permission for Augusta to use the attached policies and procedures where applicable.

Director CCGTV Job Description

	Work Performed	
	<ol style="list-style-type: none"> 1. Provide live broadcast, record and replay of City Council, Planning Advisory Commission, The Citizens Advisory Commission Meeting and special called Public Hearings and Meetings. 2. Produce 11 different bi Monthly TV talk show programs. Task consist of pre-interview guest, set preparation, video taping, and editing. 3. Perform talent duties as a TV Anchor, Reporter and host for TV programs 4. Provide leadership, assign and delegate duties to staff, manage time sheets and budget. 5. Provide ongoing training to staff and provide internship program for students who aspire to work in TV Broadcasting. 6. Interview and hire staff when needed. 7. Produce Public Service Ads to be displayed on our station between live and recorded programs. 8. Write Press Release, setup interviews with local radio TV and print mediums. 9. Enroll and completed management certification classes, seminars and technical training programs to enhance knowledge of CCG management policies and procedures and technical expertise for this job. 10. Prepare, schedule and replay outside produced programs 11. Create website, face book, YouTube videos, brochures, commercials and newspaper ads to help market CCG-TV. 12. Provide video archive for all televised meetings, TV programs, training and marketing videos produced by CCG-TV productions. 13. Provide copies of all recorded meetings and in-house produced TV programs for the public if requested. 14. Serve on various boards and organizations within the city that relates to services and duties for citizens of Columbus GA. 15. Purchasing new equipment and providing maintenance and upkeep on the all equipment within our inventory. 	

	<p>16. Produce training videos, slide shows, commercials and provide expert technical, marketing and public relations services and advice to all departments within the Columbus Consolidated Government.</p> <p>17. Create and implement daily TV program schedule to be displayed on TV and to the local newspaper.</p>	
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DUTY NUMBER	KNOWLEDGES AND SKILLS
1.	Experience in operating remote controlled TV Cameras, Video Switcher, Audio Mixer and Character Generator.
2.	Skills and knowledge on installing and operating a variety of computerized video switchers and audio systems, such as New Tek video toaster and Nexus video server with device controls.
3.	Advance knowledge and skills for using studio and field video equipment such, as cameras, wireless microphones audio mixers, switchers, lighting, props and other necessary tools needed to produce programs and commercials on location.
4.	Advanced knowledge and skills using editing software such as Avid, Final Cut
5.	Pro, Adobe Premier, Adobe After Effects, Speed Edit and Photo Shop.
6.	Skills and experience for writing news, documentaries, interviews, press releases and commercials.
7.	Skills and talent to performing on camera for news, and talk show.
8.	Skills and talent for directing and supervising video productions.
9.	Management, leadership and organizational skills.
10.	Create and maintain relationships with local media, vendors, contractors and other people and organizations within this industry.

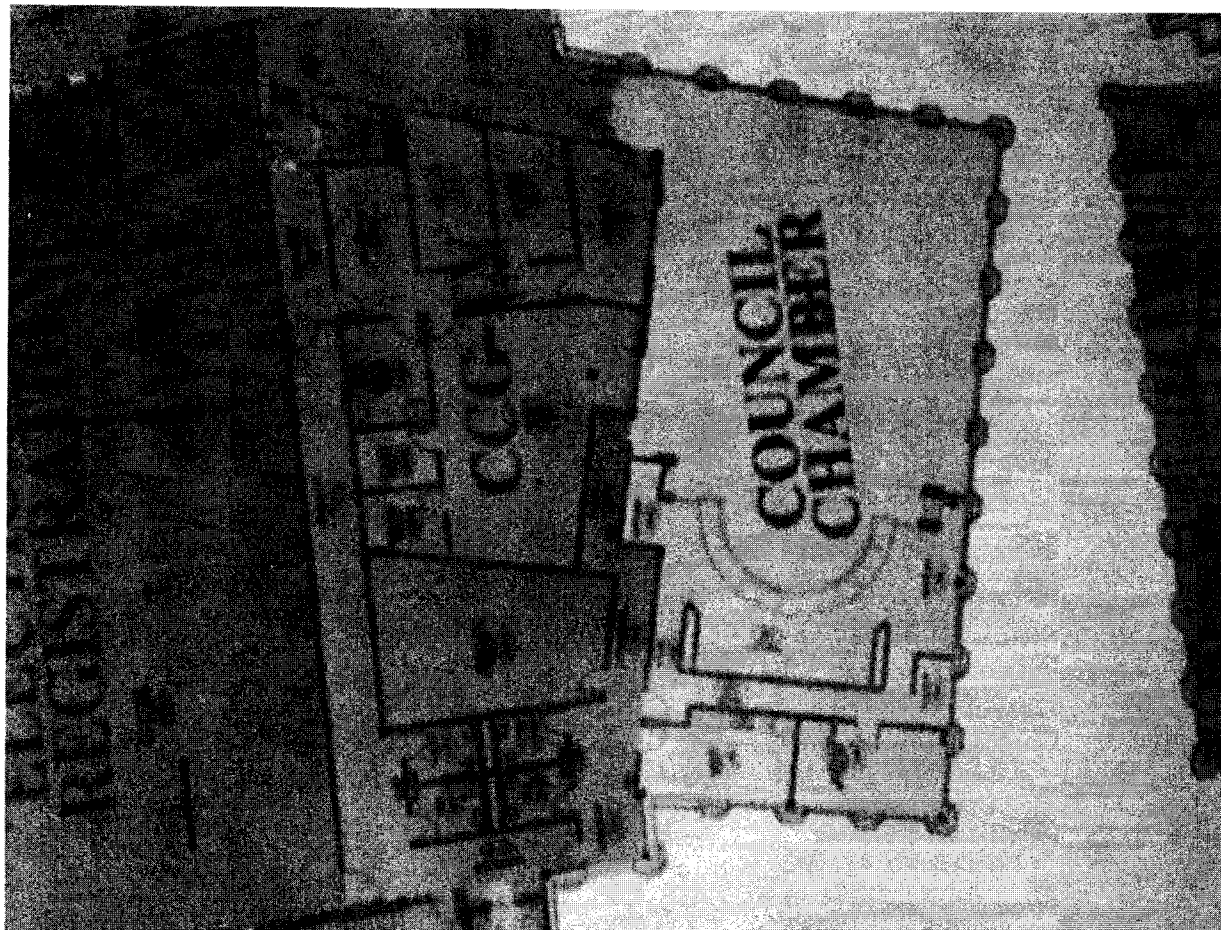
b. Specialized tools, equipment and machines used.

1. Leightronix WinLGX Program used to post ads, schedule programs, Switcher.
2. Nexus Video Controller and Switcher This device is our video server it works with the leightronix software to store, manage and play the scheduled programs 24 hrs a day 7 days a week.
3. Adobe Premiere Pro CS6, Adobe Premiere Pro 2.0, Adobe Premiere 7.0,
4. New Tek Speed Edit. All Editing Software for composing and editing our video programs.
5. New Tek VT5. Program that houses our video switcher, character generator, animation and editing program. Use for taping and editing our in-house TV programs, creating lower thirds titles and full page messages and creating animations for video programs.
6. Adobe Photoshop use to create ads and enhance still pitchers and video.
7. JVC HQ100 HD field TV Cameras
8. Sony 100 Video Switcher
9. Mackie 1402-VLZ3 Audio Mixer
10. Panasonic Video remote controls
11. PASA RCP-XY Video and Audio Digital Routing System.
12. Teleprompter
13. Studio Cameras
14. Set Designs
15. Virtual set designs programs with green screen.
16. Complete digital audio system with Creston touch screen controls and programmed for our Council Chambers with personalized names and titles designed for individual meetings and users.
17. Multiple DVD recordings for Archive storage and duplication.

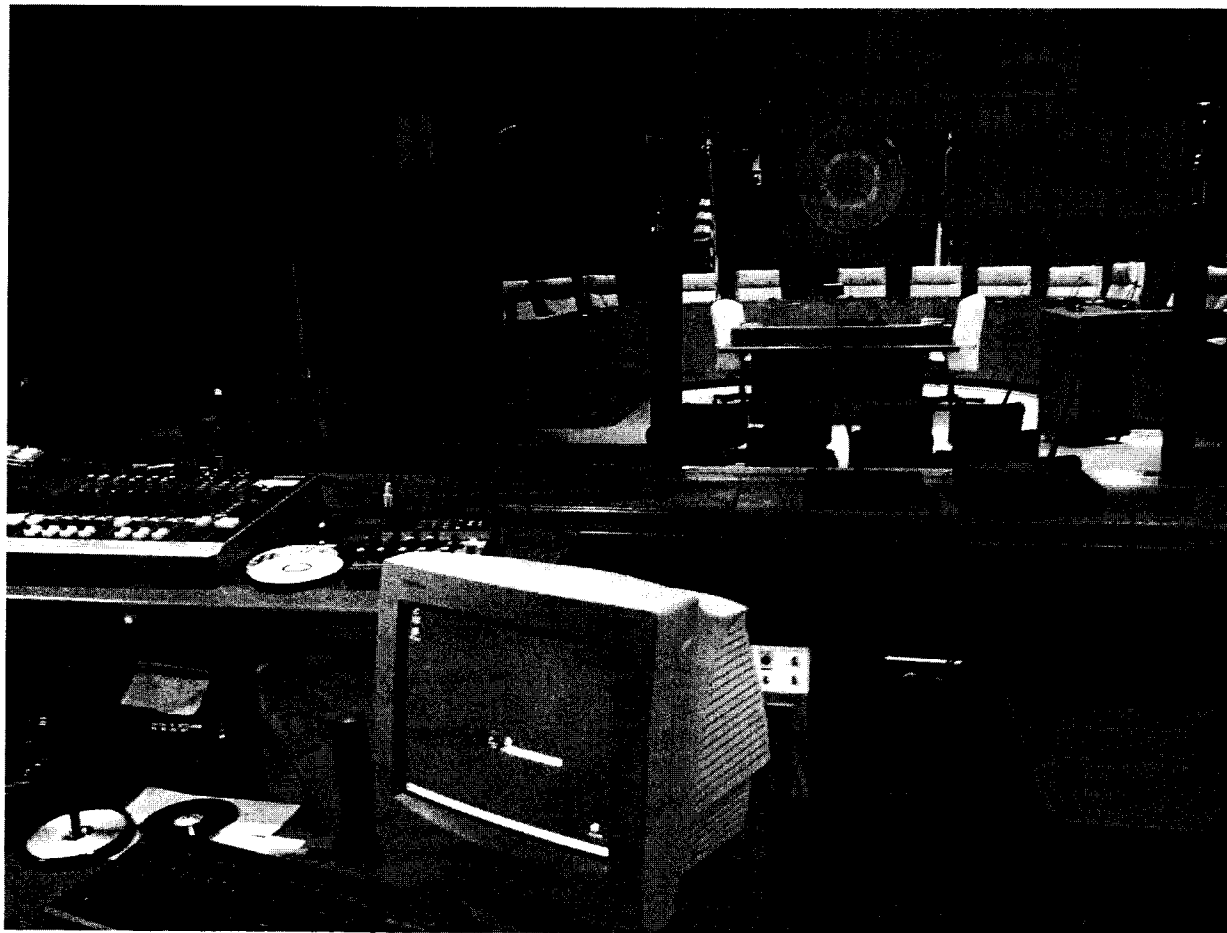
a. Education, experience or special training is needed to perform work.

1. BA degree in Radio TV and Film with a minor in Journalism and Theater. University of North Alabama 1982
2. Certificate of Local Government Management (Management Development) UGA (Carl Vincent Institute of Government) 2007
3. Matrox and Adobe Premiere Pro CS2 Editing workshop. The Video Shop Atlanta GA 2007
4. Certificate of completion CCG Internal Management Certification Program 2009.

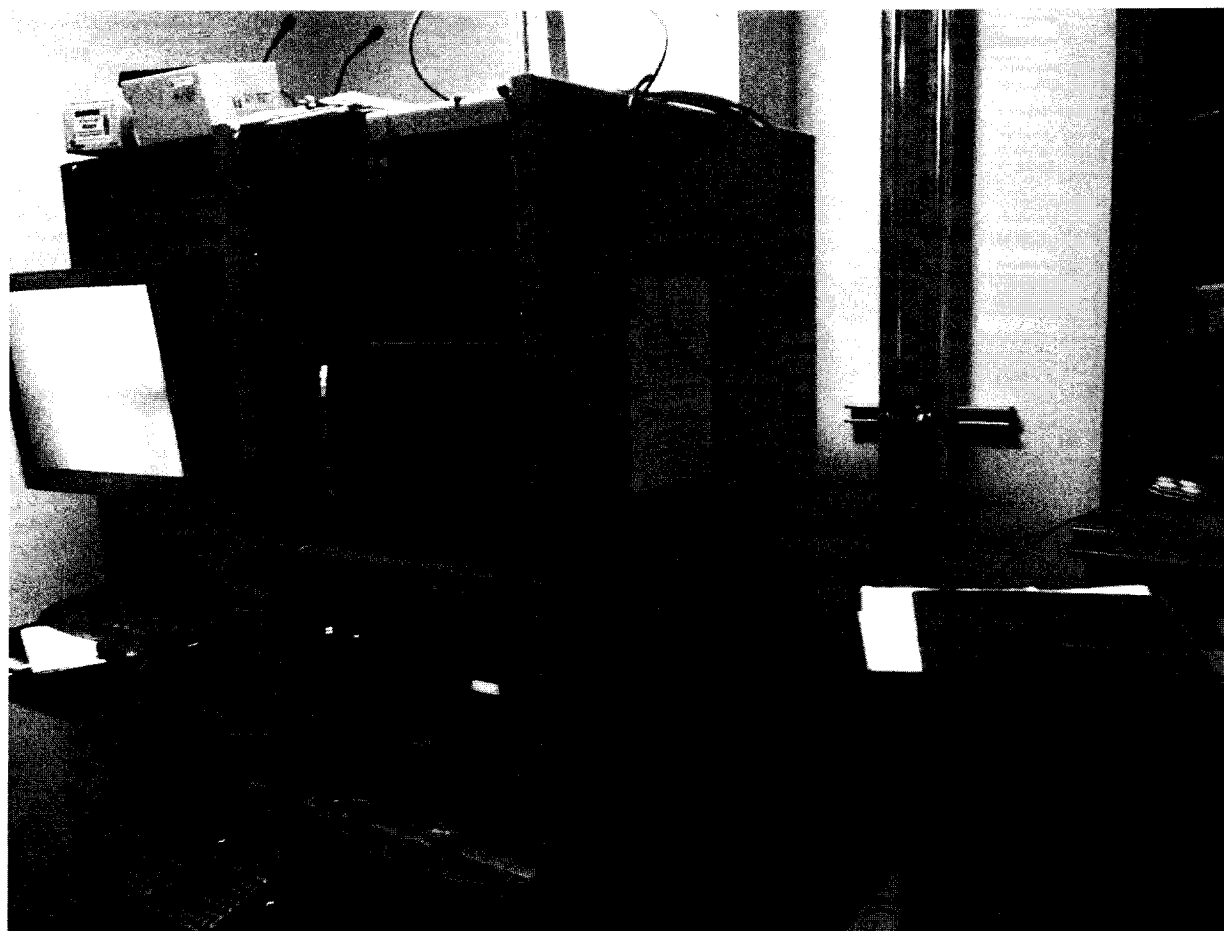
CCGTV Proposed Floor Plan. Move in date is expected to be July 2013.



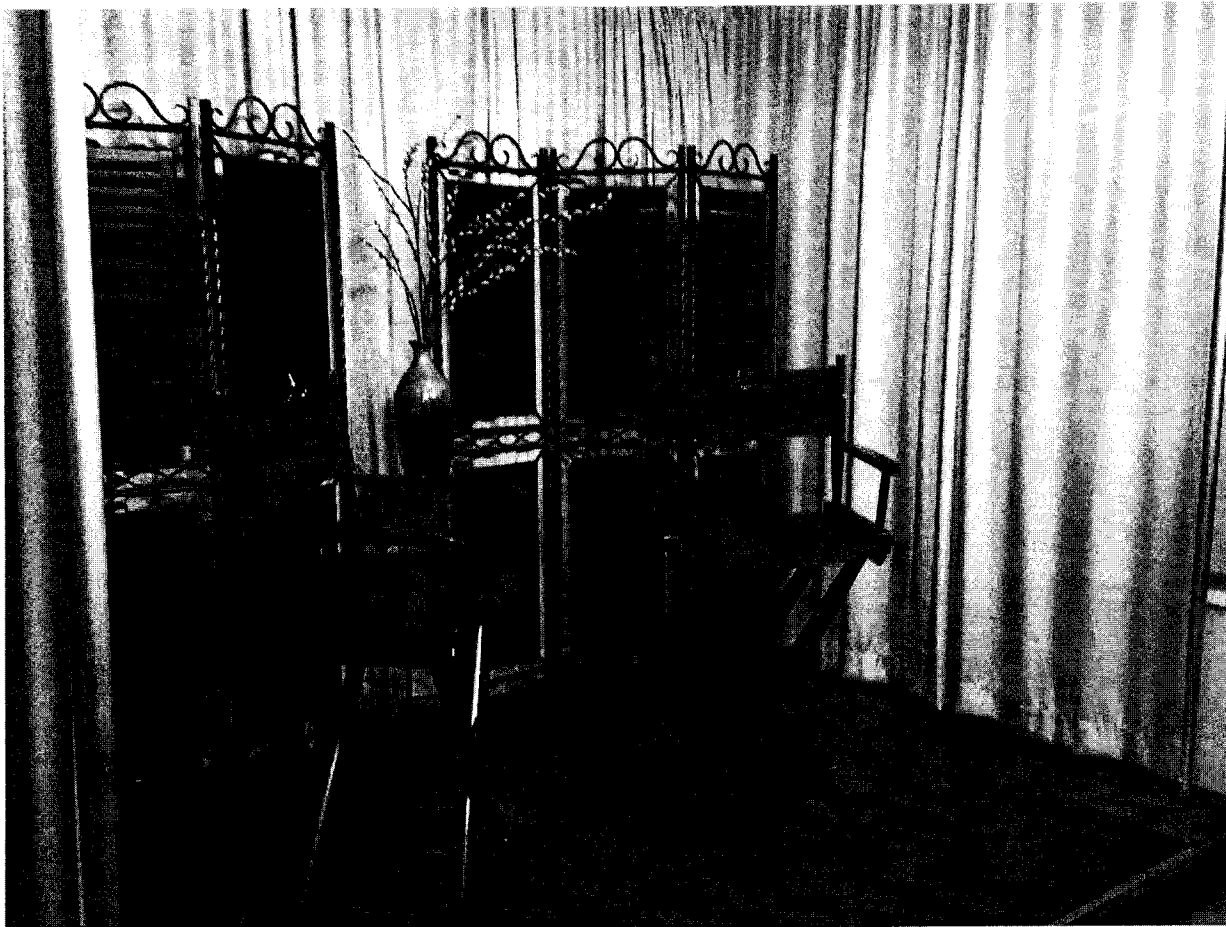
Council Video Production Room (Photo #1)



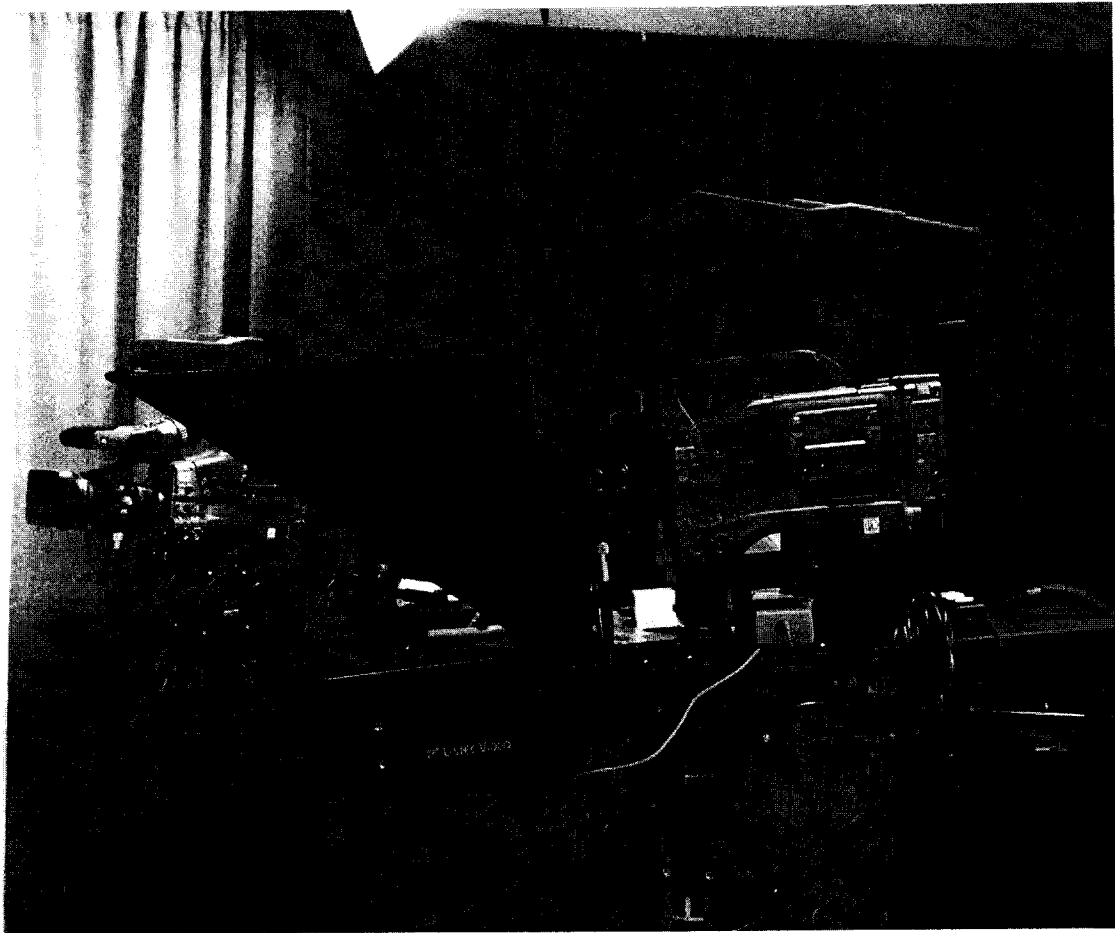
Council Video Production Room (Photo #2)



Production Studio (Photo #1)



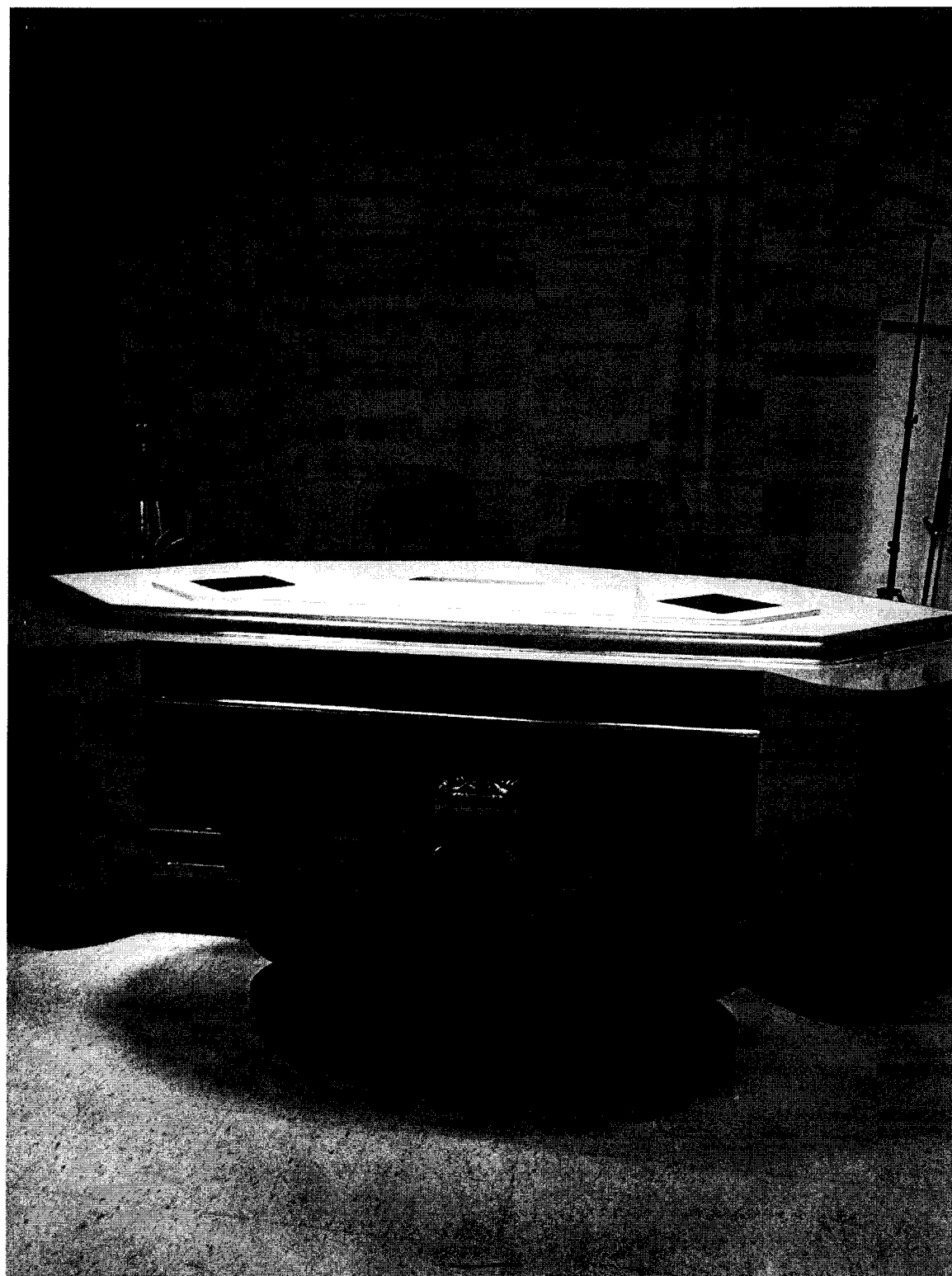
Production Studio (Photo #2)



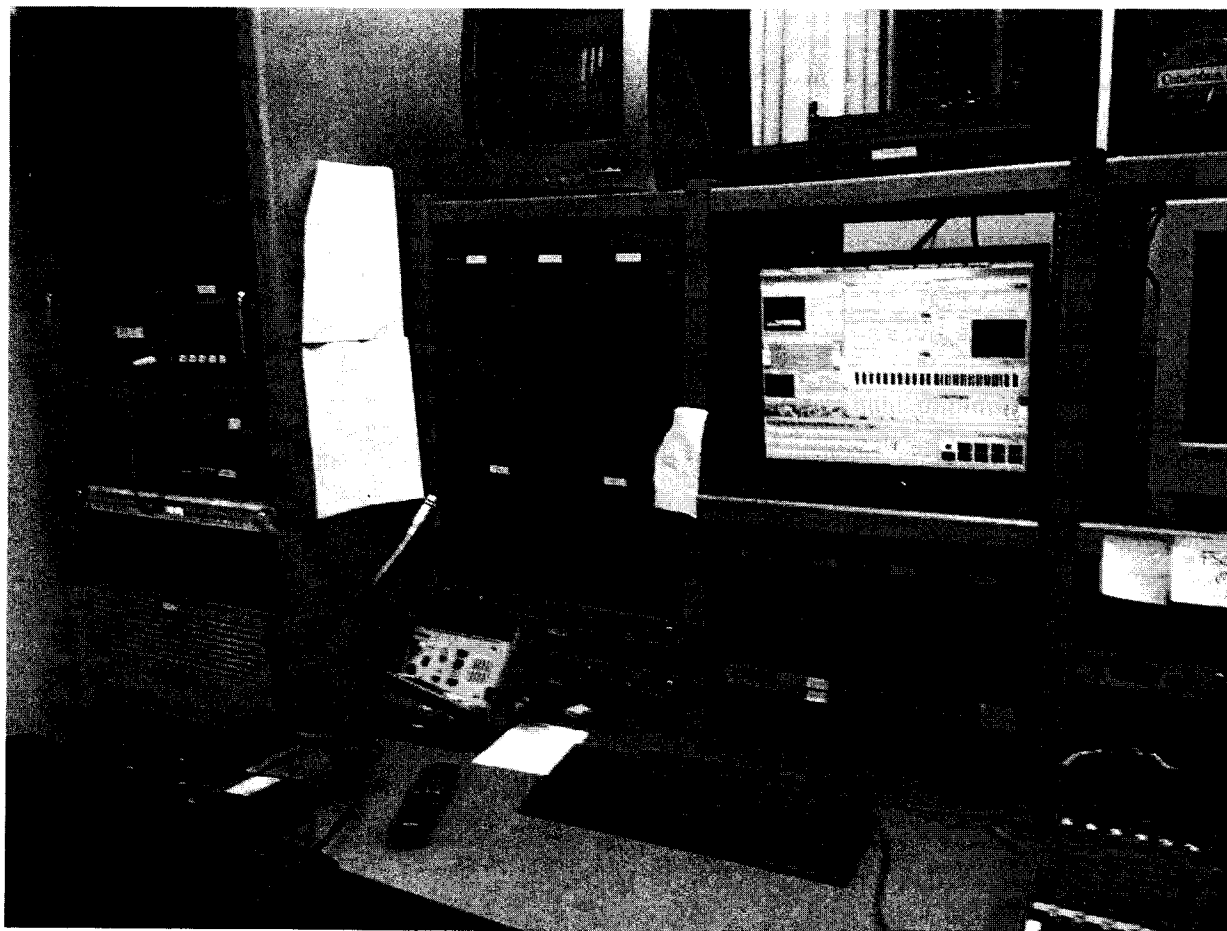
Production Studio (Photo #3)



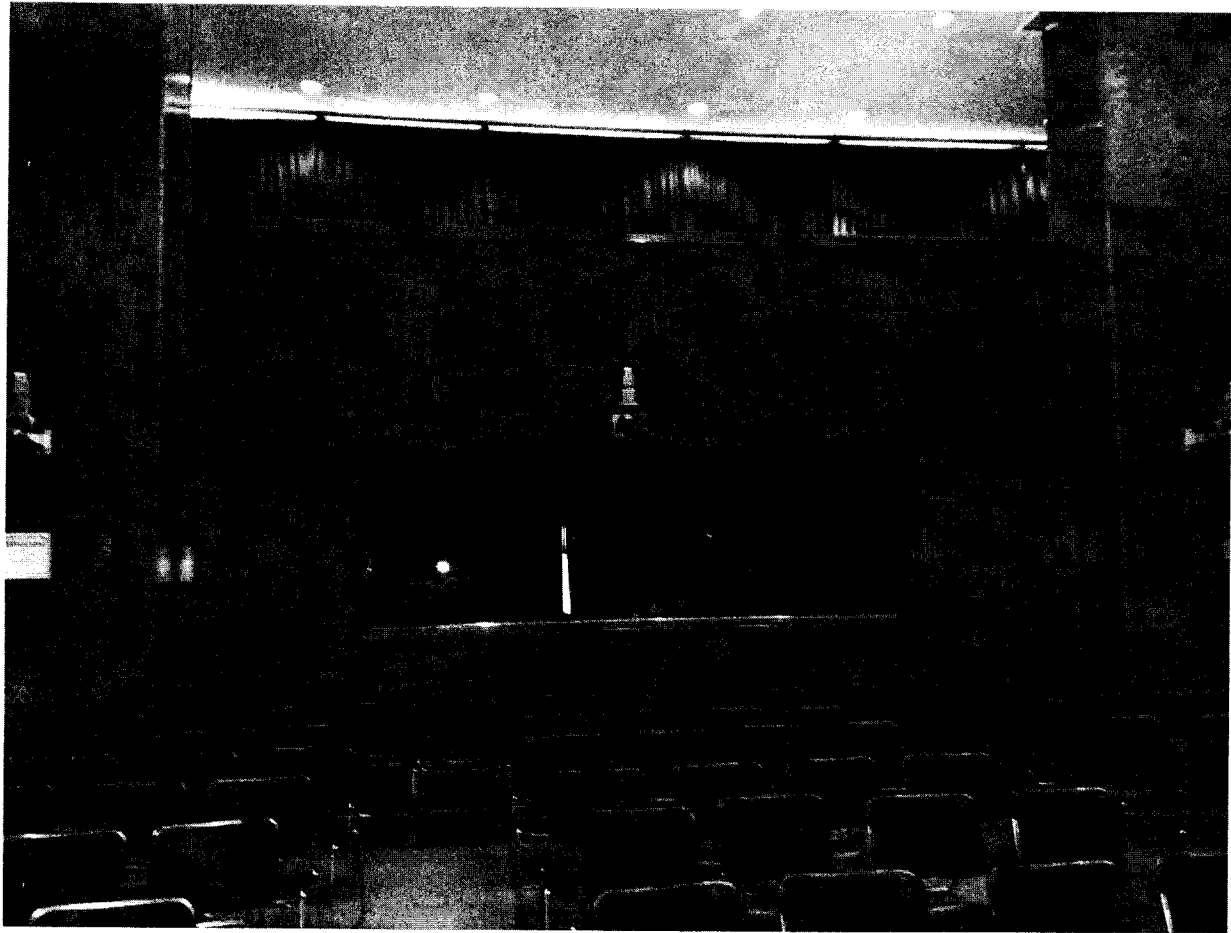
Production Studio (Photo #4)



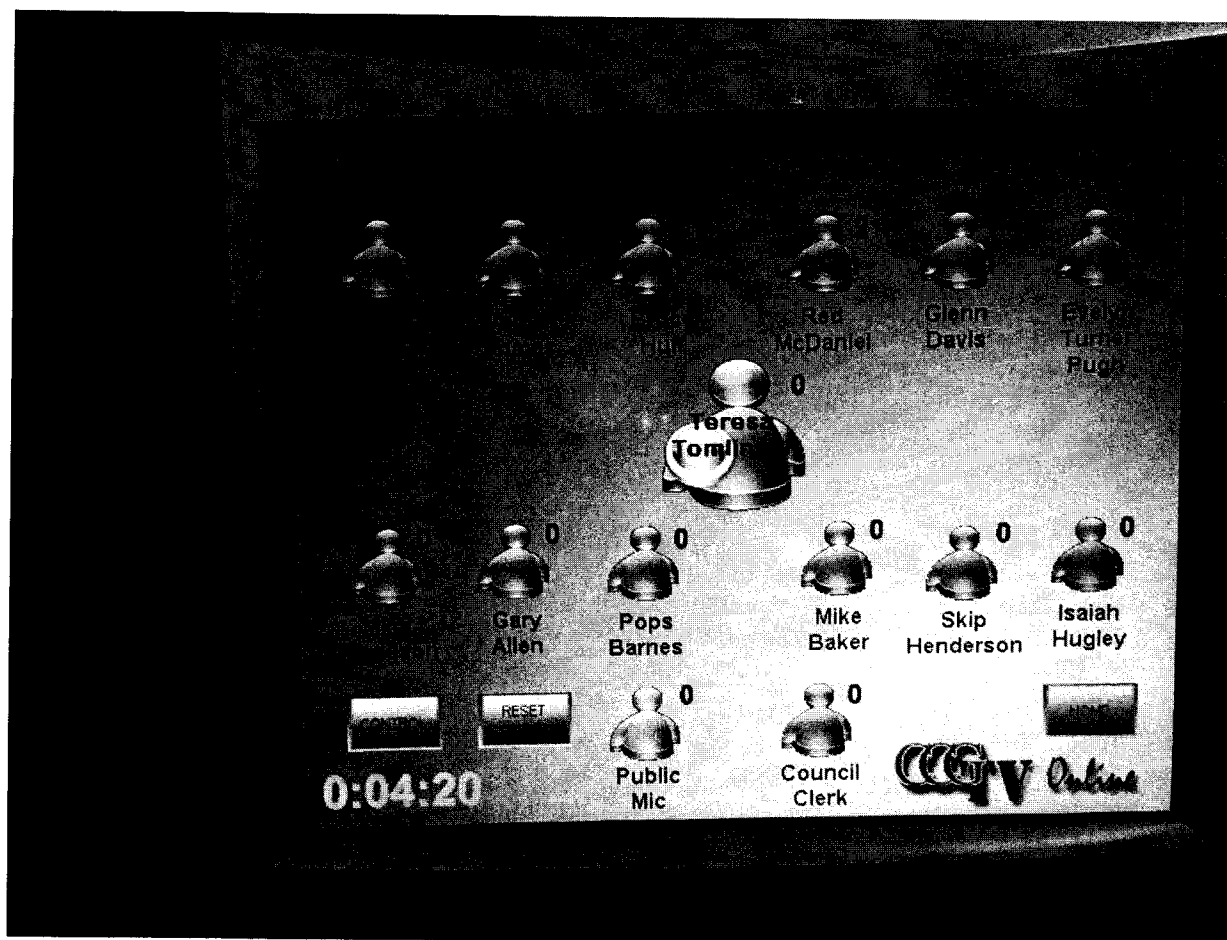
Production Studio (Photo #5)



Council Chambers



Floor Request System



Sample Programming

6:00 AM - Community Announcement

6:30 AM - the Benning Report

7:00 AM - Community Announcements

7:30 AM - Keep Columbus Beautiful (Earth Notes)

8:00 AM - CCG-TV News Watch

8:30 AM - Columbus Connection

9:00 AM - City Council Meeting or PAC Meeting

11:00 AM - Community Announcements

1:00 PM - Job TV

2:00 PM - MCSD Board Meeting

3:00 PM - Community Announcements

5:00 PM - CCG-TV News Watch

5:30 PM - Columbus Connections

6:00 PM - Keep Columbus Beautiful (Earth Notes)

6:30 PM - The Benning Report

7:00 PM - City Council Meeting

9:00 PM - PAC Meeting

9:30 PM - CCG-TV News Watch

10:30 PM - Columbus Connection

11:00 PM - Keep Columbus Beautiful (Earth Notes)

11:30 PM - Community Announcements

1:00 AM - Job TV

CCCGT Definition

CCG-TV is a powerful vehicle for keeping the Columbus community informed about City, State, and Federal government. CCG-TV offers the public a wide range of programming primarily designed to show the community the how's and why's of local government. It links the public with city government officials in a forum that gives access to the process in an effort to encourage participation in the decisions of their government. Our mission is to provide the Columbus viewing area with timely, accurate, and complete government information. Our vision is to be perceived as the finest government channel in the nation, providing government and community news and information to Columbus residents through the use of 24 hours of programming.

OPERATIONAL DEFINITION:

Columbus Consolidated Government Access Television (CCG-TV) is an in-house television station owned, managed, and operated by the Columbus Consolidated Government (hereinafter "City"). CCG-TV provides 24 hours of government programming and public service announcements cablecast over three cable systems that serve Columbus, Georgia.

Mission Statement

Our mission is to provide the Columbus viewing area with timely, accurate, and complete government information. Our vision is to be perceived as the finest government channel in the nation, providing government and community news and information to Columbus residents through the use of 24 hours of programming.

CCG-TV is the main communication arm of Columbus, Georgia. CCG-TV's foremost responsibility is to provide live coverage of City Council and Planning Advisory Commission meetings, to inform the citizens of Columbus of events, activities, and news about or affiliated with the Columbus government, and to promote the work of the City.

GOALS:

1. To make City Government more accessible to citizens of Columbus by providing coverage of City Council and Planning Advisory Commission meetings as well as other public meetings and hearings deemed important.
2. To increase awareness and use of government services through video programming and electronic bulletin boards.
3. To be a source of information in emergency situations.

GENERAL GUIDELINES:

The fundamental purpose of CCG-TV is to promote the education of the citizens of Columbus, Georgia concerning City government by live telecasts of City Council and Planning Advisory Commission meetings, as well as announcements of City government meetings, City events, and general information related to Columbus, Georgia that is related to the health, safety and welfare of the citizens of Columbus, Georgia.

General Policies

1. CCG-TV may publicize City government meetings, services, events, employment opportunities, as well as other public announcements or other information from other local, state, and federal governmental entities.
2. CCG-TV will also provide citizens with information and procedures in the event of emergency situations (severe weather, civil emergencies, failure of municipal service or systems, hazardous waste releases, etc). Emergency messages will take priority over all other programming until the emergency situation is resolved.
3. At a minimum, all regular Council meetings will be broadcast live and covered gavel to gavel with no interruptions. The only exception to uninterrupted coverage is a legally allowable executive session or due to technical difficulties. There will be no editorial comment. Council meetings may be videotaped.
4. All videotapes of meetings or CCG-TV produced programming shall be the property of CCG-TV. In general, tapes of produced programs, meetings, and events will be retained for up to six (6) months. However, City Council meetings, Planned Advisory Commission meetings, and public hearings and forums will be archived in the CCG-TV studio for one (1) year. After one year, these tapes will be moved to the records department for three (3) years. At the end of this time, tapes may be reused or stored in a form other than the original version. Requests for longer retention will be allowed on a case-by-case basis.
5. Live telecasts of meetings and/or videotaped copies of live telecasts are not the official record of the meeting, and there shall be no liability by the City or its employees for inaccurate information stated during an aired event. Typed meeting minutes shall serve as the official record of a meeting upon City Council and Planned Advisory Commission approval.
6. Any announcement/message may be edited for space and clarity.
7. Should there be an error in any message displayed, neither the City nor the employee responsible shall be liable for the inaccuracy of the information or for actions taken by anyone as a result of the inaccurate information.

Scheduling

1. Scheduling of programming and electronic bulletin board messages shall be the responsibility of the Station Manager or his/her designee.
2. Scheduling shall be based on the importance of the message/notice to be displayed and as the schedule of the Station Manager permits. The following is a prioritized list of types of announcements that apply to scheduling decisions for CCG-TV:
 - o Emergency messages as determined by the City Manager or his/her designee.

- Programming of or about meetings of policy-making bodies such as the City Council, Planning Advisory Committee, etc.
- Programming of various City departments, their services, or issues.
- Programming of other state, local or federal government and other publicly funded authorities or agencies legally subject to responding to requests for open records.
- Outside programming that presents issues relevant to City government.

Outside Programming/Bulletin Board Announcement Policies

1. CCG-TV will display announcements that advertise community, governmental, educational, historical, and health meeting or events, as well as other non-profit functions approved by the Station Manager.
2. Any programming produced by an outside source for broadcast on CCG-TV must be sponsored by and/or affiliated with City Government and approved by the City Manager or his/her designee.
3. Both announcements and programming shall be non-commercial in nature. No marketing or sales of any commercial product or service will be permitted.
4. Advertising on behalf of or opposing any political candidate, political party or ballot measure is prohibited. Candidates for election may not use the CCG-TV except in performance of their official duties at official meetings or as a citizen addressing an governmental issue at an official meeting.
5. Fundraising or any kind of direct solicitation of funds, except by City departments and officials for public purposes, is prohibited, including but not limited to yard/garage sales, bake sales, etc.
6. CCG-TV will not accept outside production that is shot, edited, or produced with substandard video equipment. The Station Manager will have the authority to decide whether an outside production is substandard. The Station Manager's decision may be appealed to the City Manager.
7. CCG-TV will not air programming that violates any local, state, or federal law.
8. CCG-TV reserves the right to refuse any programming or announcement request that is in violation of the mission, goal, and general guidelines of this Policy.

Dispute Resolution

Any dispute in regard to any programming and/or electronic bulletin board notice decisions may be appealed in writing to the City Manager or his/her designee. A written appeal of the decision of the City Manager may be filed with the City Council who will make the final decision.